
ORIGINAL

ALLEGIANCE TELECOM OF ARIZONA, INC.

LOCAL SERVICES TARIFF

Regulations and Schedule of Local Exchange Service Rates
Within the State of Arizona

This tariff includes the rates, charges, terms and conditions of service for the provision of local exchange services by Allegiance Telecom of Arizona, Inc. ("Allegiance") between locations within the State of Arizona. This tariff is available for public inspection during normal business hours at the main office of Allegiance located at 1950 Stemmons Freeway, Suite 3026, Dallas, Texas 75207-3 118.

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CHECK SHEET

The pages listed below are effective as of the date shown. The original and revised pages contain all changes from the original tariff in effect on the date shown on each page.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	26	Original	51	Original
2	Tenth*	27	Original	52	First
3	Tenth*	28	Original	53	First
4	Original	29	Original	54	First
5	First	30	Original	55	First
6	First	31	Original	56	Original
7	Original	32	Original	57	Original
8	Original	33	Original	58	Original
9	Original	34	Original	59	Original
10	Original	35	Original	60	Original
11	Original	36	Original	61	Original
12	Original	37	Original	62	Original
13	Original	38	Original	63	Original
14	Original	39	Original	64	Original
15	Original	40	Original	65	Original
16	Original	41	Original	66	First
17	Original	42	Original	67	First
18	Original	43	Original	68	Original
19	Original	44	Original	69	Original
20	Original	45	Original	70	First
21	Original	46	Second	71	First
22	Original	46.1	First	72	First
23	Original	46.2	Original	72.1	Original
24	Original	46.3	Original	72.2	First
25	Original	46.4	Original		
		46.5	Original		
		47	Original		
		48	Original		
		49	Original		
		50	Original		

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CHECK SHEET, (continued)

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<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
72.3	Original	93	First	113	Fourth
72.4	First	94	Fourth	114	Second
72.5	Second	95	First	115	Third
73	Original	96	Second	116	Sixth*
74	Original	97	First	116.1	First
75	Second	97.1	Original	117	Fourth
75.1	First	97.2	Original	118	First
76	First	97.3	Original	119	First
76.1	Original	97.4	Original	120	First
77	Third	97.5	First	121	First
78	First	98	Original	122	Third
79	Original	99	Original	123	Second
80	Original	100	Original	124	Second
81	First	101	First	125	First
82	Original	102	Original	126	Second
83	Second	103	Original	127	Fourth
84	Second	104	First	128	Fourth
85	Original	105	First	129	Second
86	Original	106	Original	130	First
87	Original	107	Original	131	Second
88	Original	108	Original		
89	First	109	Original		
90	Original	110	Original		
91	Original	111	Original		
92	First	112	Original		

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (T) To signify a change in text but no change in rate or regulation.
- (Z) To signify a correction to a prior error.

(T)

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TABLE OF CONTENTS

Title Sheet	1	
Check Sheet	
Concurring, Connecting And Participating Carriers	4	
Explanation of Symbols	5	
Table of Contents	
Section1 -Definitions	7	
Section 2 ▪ Rules and Regulations	13	
Section3 -Service Areas..	4	7
Section 4 ▪ Service Charges	51	
Section 5 ▪ Network Switched Services	57	
Section 6 ▪ Additional Services	73	
Section 7 ▪ Long Distance Services	98	
Section 8 ▪ Promotional Offerings	106	
Section 9 ▪ Special Contracts, Arrangements and Construction	107	
Section 10 - Allegiance Standard Price List	113	(T)

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Code - Denotes a uniform code or number dialed by the Customer to reach a service provided by the Company (e.g., Casual Calling Service, Travel Card Service)

Access Line - An arrangement which connects the Customer's local exchange line to a Company designated switching center or point of presence.

Additional Period - The rate element used to bill chargeable time when a call continues beyond the Initial Period. The Additional Period starts when the Initial Period ends. Additional Period rates apply to any fraction of the time period for chargeable time beyond the Initial Period. Additional Periods vary by rate schedule and are specified in each individual rate table contained in later sections of this tariff.

Aggregator - A Customer of the Company, including any person, firm, corporation, or other legal entity which contracts with for installation of the Company's services and makes such services available for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is responsible for compliance with the terms and conditions of this tariff.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to a carrier's Point of Presence or customer's terminal equipment as an indication that the called party has answered or disconnected.

Allegiance- Used throughout this tariff to refer to Allegiance Telecom of Arizona, Inc.

Authorization Code - A numerical code, one or more of which are assigned to a Customer to enable access to the Company's network, and which is used by the Company both to prevent unauthorized use of its services and to identify the Customer for billing purposes.

Authorized User - Any person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Company's services under the terms and regulations of this tariff.

Automatic Number Identification (ANI) - The automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is for billing toll calls.

Bit - The smallest unit of information in a binary system of notation.

Bps - Bits per second. The number of bits transmitted in a one second interval.

Business Customer - For the purposes of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's service is for business purposes.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (continued)

Casual Calling - Where access to the Company's network and the subsequent use of service by the Customer is initiated through the dialing of a toll-free number or Access Code. Casual Calling allows non-Pre subscribed customers to utilize the services of the Company.

Central Office - The premises of the Company or another local exchange carrier containing one or more switches where Customer local exchange access lines are terminated for purposes of interconnection to other station loops, trunks or access facilities. The Company location from which the Customer's Premises would normally obtain local exchange service and dial tone from the Company or other local exchange carrier.

Channel - A communications path between two or more points.

CIC - An interexchange carrier identification code.

Commission - Refers to the Arizona State Corporation Commission, unless otherwise indicated.

Company or Carrier - Used throughout this tariff to indicate Allegiance Telecom of Arizona, Inc.

CPE - Customer Premises Equipment. All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. The term Customer includes persons, firms, partnerships, corporations or other legal entities who do not have a pre-existing account or relationship with the Company but use the services of the Company on Casual Calling Basis or on a per call basis from Aggregator locations through equipment provided by an Aggregator.

Dedicated Access Origination/Termination - Where originating or terminating access between an end user and an interexchange carrier are provided via dedicated facilities, circuits or channels. A method of reaching the Company's or other IXC's communication and switching systems whereby the Customer is connected directly to the Company or other IXC's Point of Presence or designate without utilizing the services of the local switched network.

DID - Direct Inward Dialing

DSO - Digital Signal level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (continued)

DS1 -Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (**AMI**) or Bipolar with 8 Zero Substitution (**BSZS**) and either Superframe (D4) or Extended **Superframe** (**ESF**) formats. DS 1 Service has the equivalent capacity of 24 Voice Grade or DSO services.

DS3 -Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (**B3ZS**). Equivalent capacity of 28 DS 1 Services.

Dual Tone Multifrequency (DTMF) - Tone signaling, also known as touch tone signaling.

Equal Access - Where the local exchange company central **office** provides interconnection to interexchange carriers with Feature Group D circuits. In such End Offices, Customers can **presubscribe** their telephone line(s) to their preferred interexchange carrier. A form of dialed access provided by local exchange companies whereby telephone calls dialed by the Customer are automatically routed to the Company's network. Customers may also route calls to the Company's network by dialing an access code provided by the Company.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Gbps - Gigabits per second; billions of bits per second.

Host Office - An electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Hunting - The routing a call to an idle station line in a prearranged group when the called station line is busy.

Incumbent Local Exchange Carrier ("ILEC") - A local exchange carrier whose services may be resold by the Company to Customers under the terms and conditions of this tariff.

Individual Case Basis or ICB - A process whereby the terms, conditions, rates and/or charges for a service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case. ICB rates are determined using the rules and regulations for Special Service Arrangements as contained in Section 9 of this tariff.

Initial Period - The initial period is the length of a call for minimum billing purposes. Initial Periods vary by rate schedule and are specified in each individual rate table contained in other sections of this tariff.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (continued)

Inward-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Interexchange Carrier (IXC) - A long distance telecommunications services provider that furnishes services between exchange areas.

Kbps - Kilobits per second; 1000s of bits per second.

LATA - Local Access and Transport Area. A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-O 192; or established by a Bell operating company **after** February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

LEC - Local Exchange Carrier.

Local Calling Area - A geographical area, as defined in the Company's local or general exchange service tariff in which a party may complete a call without incurring toll usage charges.

Marks - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

Mbps - Megabits per second; millions of bits per second.

N/A - Not Applicable.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish a service or feature.

NPA - Numbering Plan Area or area code.

OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.

OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

OC-48 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps

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SECTION 1 • DEFINITIONS AND ABBREVIATIONS, (continued)

One-Way - A service attribute that permits either outward dial capabilities for outbound calls or call termination for inbound calls.

Outward-Only - A service attribute that restricts inward calls to a Customer's line and permits only origination of calls.

Pay Telephone - Telephone instruments provided by the Company, Customer or other third party for use by the transient general public. Pay Telephones permit the user to place local and long distance calls and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

PBX - Private Branch Exchange

PIC Authorization - A Customer's or End User's selection of a PIC that meets the requirements of federal and state law.

PIC - Primary Interexchange Carrier.

Point of Presence or POP - The physical location associated with an Interexchange Carrier's communication and switching systems.

Premises - A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a highway.

Presubscription - An arrangement whereby a Customer selects and designate to the Company or other LEC a carrier he or she wishes to access, without an access code, for completing **intraLATA** and/or **interLATA** toll calls. The selected carrier is referred to as the Primary Interexchange Carrier.

Primary Interexchange Carrier - The **IXC** designated by the Customer as its first routing choice and primary overflow carrier for routing of I+ direct dialed and operator assisted non-local calls.

Private Line - A service which provides dedicated path between one or more Customer Premises.

Recurring Charge - The charges to the Customer for services, facilities or equipment, which continue for the agreed upon duration of the service. Recurring charges do not vary based on Customer usage of the services, facilities or equipment provided.

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SECTION 1 • DEFINITIONS AND ABBREVIATIONS, (continued)

Service Commencement Date • The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards in the service order or this tariff, in which case the service commencement date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute service commencement date.

Service Order • A written request for network services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order services offered under this tariff. At the Company's discretion, a verbal request for service may also be accepted by the Company as a means of initiating a Service Order.

Serving Wire Center • See Central Office.

Special Access • See Dedicated Access.

Station • Refers to telephone equipment or an exchange access line or trunk ~~from~~ or to which calls are placed.

Switched Access Origination/Termination • Where access between the Customer and an interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Telecommunications Device for the Deaf (TDD) • A machine that uses the transmission of coded signals instead of verbal communications to enable hearing impaired users to communicate with each other and with non-hearing impaired individuals.

Terminal Equipment • Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Trunk • A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group • A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Two-Way • A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

V & H Coordinates • Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Allegiance Telecom of Arizona, Inc.**

- 2.1.1 The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way communications originating and terminating between points within the state of Arizona.
- 2.1.2 The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.1.4 Allegiance arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

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SECTION 2 - RULES AND REGULATIONS, (continued)

2.2 Use of the Company's Service

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.2.4 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.3 Limitations**

- 2.3.1 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 2.3.3 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.4 Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Account Codes or Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored service as soon as it can be provided without undue risk.
- 2.3.5 The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.6 The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.7 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.8 Local exchange services provided by the Company are offered for use by Customers of the Company's Digital Subscriber Line Service or other advanced data services which Allegiance may offer from time to time. At the Company's discretion, service may also be offered to non-DSL or non-advanced data customers.

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SECTION 2 - RULES AND REGULATIONS, (continued)

2.4 Assignment and Transfer

- 2.4.1 Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent Company or affiliate of the Company; b) under any sale or transfer of substantially all the assets of the Company; or c) under any financing, merger or reorganization of the Company.
- 2.4.2 The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Transfer of service is subject to credit validation of the transfer-to entity and that entity's providing any necessary deposits or advance payments.
- 2.4.3 No minimum or termination charge will apply (unless otherwise stated specifically in this tariff) where a new Customer takes over contract services subscribed to by a former Customer, provided the service is to be furnished at the same location without interruption and that the new Customer assumes all unpaid charges and termination liabilities of the original contract. Minimum and termination charges will apply for any new service furnished under contract which are not retained by the new Customer.
- 2.4.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.5 Application or Service**

- 2.5.1** Customers may be required to enter into written or oral service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.6 Ownership of Facilities

- 2.6.1** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.
- 2.6.2** Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.
- 2.6.3** The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.7 Liability of the Company**

- 2.7.1 In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and other uses for which facilities may be furnished him by the Company, and because of the unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the regulations and limitations specified herein.
- 2.7.2 The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the Customer under this tariff as an allowance for interruptions. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the Customer, or authorized user, or joint user, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.7.3 Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the Customer's premise and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
- 2.7.4 The Company's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions under this tariff.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.7 Liability of the Company, (continued)**

- 2.7.5** No liability shall attach to the Company by reason of any defacement or damage to the Customer's premise resulting from the existence of the Company's equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- 2.7.6** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.7** The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.7.8** Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- 2.7.9** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.10 With Respect to Directory Listings:**
- A.** The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or any others, for damages arising from errors or omissions in the making up or printing of its directories or in accepting listings as presented by Customers or prospective Customers, the Company's liability, if any, shall not exceed the amount paid for local exchange service during the period covered by the directory in which the error or omission occurred.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.7 Liability of the Company, (continued)****2.7.11 With respect to Emergency Number 911 Service:**

- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits, or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by : (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- B. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 9 11 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies, or municipalities, or the employees or agents of any one of them.
- C. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 9 11 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 9 11 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

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SECTION 2 • RULES AND REGULATIONS, (continued)**2.8 Liability of the Customer**

- 2.8.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2 To the extent caused by any negligent or intentional act of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- 2.8.3 The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.8.4 The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of services provide to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls ~~from~~ the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges. The following also apply to unauthorized use of company services:
- (a) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company Travel/Calling Card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

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Dallas, Texas 75207-3 118

SECTION 2 - RULES AND REGULATIONS, (continued)**2.8 Liability of the Customer, (continued)****2.8.4 (continued)**

- (b) A Company Travel/Calling Card is a billing mechanism issued by the Company at the Customer's request, which enables the Customer or authorized user to place calls over the network and to have the charges for such calls billed to the Customer's account. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- (c) The Customer must give the Company written or oral notice that an unauthorized use of a Company Travel/Calling Card or an accepted credit card has occurred or may occur as a result of loss or theft.
- (d) The Customer is responsible for payment of all charges for Travel/Calling Card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

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SECTION 2 - RULES AND REGULATIONS, (continued)

2.9 Obligations of the Customer

- 2.9.1 The Customer is responsible for making proper application for service; placing any necessary orders; for complying with tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:
- (a) reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance by the Customer, with these regulations; or by **fire** or theft or other casualty on the Customer premise, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
 - (b) providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed **on** the premise of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premise;
 - (c) obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1 (b). Any and all costs associated with the obtaining and maintaining the **rights-of-way** described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
 - (d) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premise at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result **from** installation or maintenance by the Company, the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., **friable** asbestos) prior to any construction or installation work,

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Dallas, Texas 75207-3 118

SECTION 2 - RULES AND REGULATIONS, (continued)

2.9 Obligations of the Customer, (continued)

2.9.1 (continued)

- (e) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premise or the rights-of-way for which Customer is responsible under Section 2.9 (c); and granting or obtaining permission for Company agents or employees to enter the premise of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (f) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- (g) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;
- (h) taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and
- (i) ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.10 Billing and Payment For Service****2.10.1 Responsibility for Charges**

- A. The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:
- (a) any delegation of authority resulting in the use of his or her communications equipment **and/or** network services which result in the placement of calls via the Company;
 - (b) any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
 - (c) any calls placed by or through the Customer's equipment via any remote access feature(s);
 - (d) any calls placed via the Company's Travel Service as a result of the Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and
 - (e) any and all calls placed to an toll-free (e.g., 800, 888) service number provided to the Customer by the Company.

2.10.2 Minimum Period

- A. The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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SECTION 2 • RULES AND REGULATIONS, (continued)**2.10 Billing and Payment For Service, (continued)****2.10.3 Payment for Service**

- A. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period.
- E. Customer billing will begin on the service commencement date, which is the day the Company notifies the Customer that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- G. Payment shall not be considered past due prior to fifteen (15) days **after** the mailing of an invoice by the Company requesting said payment.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.10 Billing and Payment For Service, (continued)****2.10.4 Disputed Charges**

- A. Any objections to billed charges must be reported to the Company or its billing agent within ninety (90) days of the mailing of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within ninety (90) days of mailing date of the bill for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- E. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- F. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

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SECTION 2 - RULES AND REGULATIONS, (continued)

2.10 Billing and Payment For Service, (continued)

2.10.5 Late Payment Fees

- A. A late payment charge of 1.5% per month shall be due to the Company for any billed amount for which payment has not been received by the Company within fifteen (15) days of the mailing date of the Company's invoice for service or by the due date printed on the invoice, whichever is later, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

2.10.6 Return Check Charge

- A. A service charge equal to \$25.00 will be assessed under Arizona law for all checks returned by a bank or other financial institution for: **insufficient** or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other **insufficiency** or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.11 Taxes, Surcharges and Fees**

- 2.11.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.
- 2.11.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the **Presubscribed** Interexchange Carrier Charge (PICC), compensation to pay telephone service providers, E911 Assessments and Relay Services. Fees or surcharges for such programs will be included in this section of the Tariff.

A. Arizona Universal Service Fund

All Customers will be assessed a per line surcharge to support the Arizona Universal Service ("AUSF") program. All surcharges are collected in accordance with Arizona statutes and Commission rules and regulations. The AUSF Surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill.

Per Line, Per Month	\$0.02
Per Trunk, Per Month	\$0.12

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SECTION 2 - RULES AND REGULATIONS, (continued)

2.11 Taxes, Surcharges and Fees, (continued)

2.11.2 (continued)

B. Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-37 1), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and **coinless** phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Pay Telephone Surcharge may be billed on a subsequent invoice **after** the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call	\$0.35
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SECTION 2 - RULES AND REGULATIONS, (continued)**2.12 Deposits and Advance Payments****2.12.1 General**

- A. The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, Allegiance may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to a Customer.

2.12.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges under Commission rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- B. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months service.
- C. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission.
- D. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- E. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- F. The Company shall annually credit all accrued interest to the customer's account.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.12 Deposits and Advance Payments, (continued)****2.12.3 Advance Payments**

- A. To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The amount of the advance payment will be determined on a case by case basis and will conform to the applicable commission regulations.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.13 Cancellation by Customer****2.13.1 General**

- A. Customers of the Company's service may cancel service by providing the Company with verbal or written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.

2.13.2 Cancellation of Contract Services

- A. If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
- (a) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
 - (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
 - (c) all recurring charges specified in the applicable service order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
 - (d) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.13 Cancellation by Customer, (continued)****2.13.3 Cancellation of Application for Service**

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The charges described above will be calculated and applied on a case-by-case basis.

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Dallas, Texas 75207-3 118

SECTION 2 - RULES AND REGULATIONS, (continued)**2.14 Cancellation by Company**

- 2.14.1** Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.14 Cancellation by Company, (continued)**

2.14.2 Allegiance may refuse or discontinue service to a Customer without notice under the following conditions:

- (a) For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- (b) For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- (c) In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- (d) In the event of tampering with the equipment or services owned by the company or its agents.
- (e) In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (f) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (g) If any of the facilities, appliances, or apparatus on Customer's premise are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

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SECTION 2 - RULES AND REGULATIONS, (continued)

2.14 Cancellation by Company, (continued)

2.14.3 Allegiance may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- (a) For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- (b) For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- (c) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- (d) For Customer use or **Customer's** permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premise of such person.
- (e) For failure of the Customer to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.
- (f) For Customer's breach of contract for service between the Company and the Customer.
- (g) For periods of inactivity over sixty (60) days.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.15 Restoration of Service**

2.151 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service shall be restored at the Company's discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnect for non-payment may be required to pay a deposit or advance payment prior to service restoration.

2.15.2 A restoration fee as specified in Section 4.1 applies to Customers whose service is restored following disconnection by the Company.

2.15.3 Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

2.16 Provision of Company Equipment and Facilities

2.16.1 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.16.2 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

2.16.3 Equipment the Company provides or installs at the Customer premise shall not be used for any purpose other than that for which the equipment is provided.

2.16.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (a) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.17 Interconnection**

- 2.17.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.17.2 Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting his Customer-provided terminal equipment or communications systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.17.3 The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.17.4 If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.18 Customer-Provided Equipment**

- 2.18.1** The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.18.2** The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, or single line telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service.
- 2.18.3** Terminal equipment on the user's premise and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.18.4** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 2.18.5** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.18.6** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.18.7** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.19 Inspection, Testing and Adjustments**

- 2.19.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.19.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.
- 2.19.3** The Company will provide ~~the~~ Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period applies to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting ~~from~~ cable damage, notification to the Customer may not be possible.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.20 Allowances for Interruptions in Service****2.20.1 General**

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.20.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premise for test and repair by the Company, or continues to make voluntary use of the service, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of Premises Visit and Trouble Isolation Service Charges as specified in Sections 4.1 and 4.2 of this Tariff for visits by the Company's agents or employees to the premise of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.20 Allowances for Interruptions in Service, (continued)****2.20.2 Limitations of Allowances**

- A. No credit allowances will be provided for monthly recurring surcharges, taxes or fees including, but not limited, to the following:
- (a) Arizona Universal Service Surcharge
 - (b) End User Common Line Surcharge
 - (c) Primary Interexchange Carrier Charge
 - (d) Local Number Portability Surcharge
- B. No credit allowance will be made for any interruption in service:
- (a) due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
 - (b) due to the failure of power, equipment, systems, connections or services not provided by the Company;
 - (c) due to circumstances or causes beyond the reasonable control of the Company;
 - (d) during any period in which the Company is not given full and **free** access to its facilities and equipment for the purposes of investigating and correcting interruptions;
 - (e) during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
 - (f) that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
 - (g) that was not reported to the Company within 30 days of the date that service was affected.
 - (h) Cellular (wireless) transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one way audio and other problems created by factors beyond Allegiance's ability to control. Therefore, under no circumstances will Allegiance provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.20 Allowances for Interruptions in Service, (continued)****2.20.3 Use of Another Means of Communications**

- A. If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.20.4 Application of Credits for Interruptions in Service

- A. If a Customer's service is interrupted other than by the negligence or willful act of the Customer, and it remains out of order for eight normal working hours or longer after access to the premise is made available and **after** being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1 .00.
- B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an **interruption** of eight (8) or more hours at the rate of $1/720^{\text{th}}$ of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)

B = total monthly recurring charge for affected service.

- D. For usage sensitive services, credits will be limited to, at maximum, the price of the initial period of the individual call that was interrupted plus any per call service charges or surcharges required to reconnect the caller.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.21 Notices and Communications**

- 2.21.1** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.21.2** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.
- 2.21.3** Notice of a pending disconnection of a Customer's service shall be delivered by U.S. Postal First Class Mail and shall contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.21.4** Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.
- 2.21.5** Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the second business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.21.5** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.22 Other Rules and Regulations**2.22.1 Listing and Billing Name Rule**

When the Customer provides a listing name or a name that will appear in Caller ID systems, the Company reserves the right to suppress names that are intentionally misleading or offensive. The Company will notify the Customer before suppressing the name or prior to initiating service to make alternative arrangements. If the Customer is dissatisfied with the Company's determination, the Customer has the right to appeal to the Arizona Commission for a decision.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.23 Allegiance Standard Discount Pricing'****(T)**

The Company's pricing structure offers discounts on its monthly recurring charges based upon a non-term plan (month to month) or term plan agreement as specified by the Customer. A Customer may select a monthly, one-year, or two-year plan period, which defines the Customer's fixed percentage discount as follows:

Monthly Plan	10%	Discount
One-year Term Plan	15%	Discount
Two-year Term Plan	20%	Discount

Discounts are applied to the base rates identified in this tariff. The minimum discount rate of 10% applies to Customers utilizing the Company's services on a month to month basis and where a predetermined term plan has not been indicated. Upon selecting a term plan, the Customer agrees to fulfill the minimum time requirement of the contract, which will commence when service is initiated. A Customer may increase the term period of the contract at any time, thus increasing the rate of the discount applicable to the Customer's service arrangement.

The Company's pricing structure also offers a 25% discount on non-recurring charges applicable to the Customer's specific service options.

Customers who make a monthly revenue commitment for Allegiance services will receive the associated rate indicated within this tariff. All services billed by the Company, including local, long distance and calling card services, will contribute to the monthly revenue commitment. If the customer does not meet their monthly revenue commitment, the customer will be invoiced for the difference.

Customers who terminate services (except Integrated Services) prior to fulfilling their term commitment may be assessed a termination liability fee in an amount equal to the monthly revenue commitment level multiplied by the number of months remaining in their term. Customers who terminate Integrated Services (Integrated Access and Total Communications) prior to fulfilling their term agreement may be assessed a termination liability fee equal to the monthly recurring charges multiplied by the number of months remaining in the term agreement. The termination liability will be billed in one lump sum. Customers will not incur a termination liability fee if they: (1) agree to sign a new term plan agreement for a period equal to or greater than the time remaining in their current plan; and (2) commit to a monthly revenue commitment level equal to or greater than their current minimum monthly commitment level.

'Allegiance Standard Discount Pricing in applicable to the Allegiance Standard Price List located in Section 10 of this tariff.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.23 Allegiance Standard Discount Pricing'****(T)**

The following services and/or charges are not eligible for discounted pricing:

- Account Set-Up Fee
- End User Common Line charge
- End User Port Charge
- Directory Assistance
- Operator Services
- Usage Sensitive Features
- Digital PBX Trunk Package Service
- Switched and Dedicated Toll Free Service
- Calling Card Service
- Public/Pay Telephone Surcharge
- Switched and Dedicated **Long** Distance
- Integrated Services

Services provided on a resale basis receive a 10% discount on monthly recurring and non-recurring charges. These discounts apply regardless of the term period selected.

*Line and data services only. Discounted pricing still applies to features and applicable usage.

'Allegiance Standard Discount Pricing is applicable to the Allegiance Standard Price List located in Section 10 of this tariff.

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.3 Independence Plan****2.3.1 Independence Plan Discount Pricing**

The Independence Plan will offer three (3) levels of discounts to its customers based on the number of features, revenue volume and revenue commitments.

Level 1 Independence Plan Feature Discounts

The Independence Plan Feature Discount will discount features based on the number of features subscribed to a line. List rates will be established for Custom Calling features at the market level. Independence Plan Feature Discounts are determined at a line level based on the number (see Chart 1) of eligible (see Chart 2) features that are subscribed to on the individual line. This discount is applied before any other discounts.

Number of Customer Calling Features on a Line	Feature Discount
2	20%
3	30%
4 or more	40%

Chart 1

Custom Calling Features	Contributory	Eligible
Caller ID options	Yes	Yes
Call Forwarding options	Yes	Yes
Call Waiting	Yes	Yes
Call Return	Yes	Yes
Auto Redial	Yes	Yes
Three Way Calling	Yes	Yes
Speed Dial options	Yes	Yes
Distinctive Ring	Yes	Yes
Anonymous Call Rejection	No	No
Selective Blocking (Per Call)	No	No
Complete Blocking (Per Line)	No	No
Call Transfer	No	No
Message Waiting Indicator	No	No

Chart 2

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.3 Independence Plan****2.3.1 Independence Plan Discount Pricing****Level 2 - Independence Plan Volume Discounts**

The length of the term commitment determines the retroactive (per invoice cycle) volume discount schedule. Total contributory services under the Customer Master Account Level are to be aggregated during the billing cycle, to determine the earned discount percentage. The earned discount percentage will be applied to all eligible billing to determine The Independence Plan Volume Discounts earned. Product discounts are determined after feature discounts are applied.

Total Monthly Charges	One-Year Term	Two-Year Term
\$100.01- \$149.99	10%	15%
\$150.00 - \$299.99	13%	18%
\$300.00 - \$599.99	15%	20%
\$600.00 - \$1199.99	17%	22%
\$1,200.00 - \$2,399.99	19%	24%
\$2,400.00 - \$3,699.99	21%	26%
\$3,700.00 - \$5,599.99	23%	28%
\$5,600.00 +	25%	30%

Products and Services	Contributory	Eligible
Dedicated Internet Access Services	Yes	Yes
Total Communications – Base Package	Yes	No
Total Communications – Incrementals	Yes	No
Integrated Access Channel Packages	Yes	No
Business Line and Analog PBX Trunk	Yes	Yes
Digital PBX Service	Yes	Yes
Digital PBX Package	Yes	No
ISDN PRI Service	Yes	Yes
ISDN PRI Package (Promo)	Yes	No
Remote Call Forwarding (RCF)	Yes	Yes
Voice Mail	Yes	Yes
Custom Calling Features	Yes	Yes
Directory Listing Services	Yes	Yes
Usage Sensitive Services	Yes	Yes
Operator Services	Yes	Yes
Wire Maintenance Plan	Yes	Yes
Toll Blocking Options	Yes	Yes
Local Usage	Yes	Yes

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.3 Independence Plan****2.3.1 Independence Plan Discount Pricing, (cont'd.)**

Level 2 - Independence Plan Volume Discounts (customer standard),cont'd.

Products and Services	Contributory	Eligible
InterLATA Usage	Yes	No
IntraLATA Usage	Yes	Yes
Toll Free	Yes	No
Service Order Charges	No	No
Installation Charges	No	No
Promotional Installation Charges	No	No
International Usage	Yes	No
Calling Card	Yes	No
Local Number Portability	Yes	No
No Primary Interexchange Carrier – Primary Interexchange Carrier Charge	No	No
End User Common Line Charge	Yes	No
Account Set Up Charge	No	No
Taxes	No	No
Universal Service Fund	No	No
Local Call Detail Charge	Yes	Yes
Allegiance Internet Services	Yes	Yes
Allegiance Select Usage	No	No
Individual Case Basis	Yes	No
Other	TBD	TBD

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SECTION 2 - RULES AND REGULATIONS, (continued)**2.3 Independence Plan****2.3.1 Independence Plan Discount Pricing, (cont'd.)**

Level 3 - Independence Plan Customer Revenue Commitment Discounts
(customer optional)

Customer has the option to make a monthly-billed revenue guarantee, and receive an additional discount off net total billing for the invoice cycle, before the application of any taxing elements.

Customer Level Commitment	
\$500	3%
\$1000	4%
\$1500	5%
\$2000	6%
\$2500	7%

Customer Level Commitments are measured at the Customer Master Account level, governing all invoices and service locations associated with the customer master service agreement. This discount is to be applied to the net total invoiced charges before the application of any taxing elements for the billing cycle, after all other product charges and/or discounts are applied. Any Allegiance Select usage will **NOT** contribute to the Customer Level Commitment discount.

If customer does not meet the revenue commitment, a shortfall penalty will be assessed, and no further discounting will be applied. At the time a multi-location customer agrees to a customer revenue commitment, the customer must determine which location will be billed the shortfall amount.

If customer's total billing (before application of taxing elements) for the invoice cycle does not meet the revenue commitment after the Independence Plan Customer Revenue Commitment Discounts are applied, NO shortfall penalty will be assessed. For example, a customer agrees to a \$500 revenue commitment and after all the applicable discounts are applied the customer's invoice amount is \$510. Since they reached their minimum revenue commitment they qualify for an additional 3% (\$15.30). When you subtract the discount from the total invoice the customer's billable amount is now \$494.70. Though their total billable amount (after all discounts) falls below their commitment we will not charge them a shortfall since it was the discount that took them below.

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SECTION 2 ▪ RULES AND REGULATIONS, (continued)

2.23 Discounted Term Pricing Plans (N)

The following services and/or charges are not eligible for discounted pricing:

Account Set-Up Fee	(N)
End User Common Line charge	
End User Port Charge	
Directory Assistance	(N)
Operator Services	(N)
Usage Sensitive Features	(N)
Digital PBX Trunk Package Service	
Switched and Dedicated Toll Free Service	
Calling Card Service	
Public/Pay Telephone Surcharge	
Switched and Dedicated Long Distance	
Integrated Services	(T)

Services provided on a resale basis receive a 10% discount on monthly recurring and non-recurring charges. These discounts apply regardless of the term period selected.

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*Line and data services only. Discounted pricing still applies to features and applicable usage.

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Material appearing on this page was previously located on Page 46.

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SECTION 3 ■ SERVICE AREAS**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following incumbent LECs:

(a) US West Communications

3.2 Rate Groups

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customer's Central Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each Central Office as listed in the following table:

Rate Group	Exchange Access Lines and PBX Trunks In Local Calling Area ■ Upper Limit
A	<i>Includes All Exchanges</i>

3.3 Local Calling Areas

Local Calling Areas and exchanges are equivalent to those specified by US West Communications in its Exchange and Network Services Tariff, Section 5.

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SECTION 3 - SERVICE AREAS, (continued)

3.3 Local Calling Areas, (continued)

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SECTION 3 • SERVICE AREAS, (continued)

3.3 Local Calling Areas, (continued)

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SECTION 3 - SERVICE AREAS, (continued)

3.3 Local Calling Areas, (continued)

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SECTION 4 . SERVICE CHARGES**4.1 Connection Charges****4.1.1 General**

Connection Charges are nonrecurring charges which may apply to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) **restoral** of service after suspension or termination for nonpayment.

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The Customer may be assessed a charge for any move, add or change of a Company service.

Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a service to existing equipment **and/or** service at one location.

Change: The change, including rearrangement or reclassification, of existing service at the same location.

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SECTION 4 - SERVICE CHARGES, (continued)**4.1 Connection Charges, (continued)****4.1.2 Exceptions to Connection Charges**

The Company may from time to time waive or reduce the connection charges as part of a promotion or trial.

4.1.3 [RESERVED FOR FUTURE USE]

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4.1.4 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment pursuant to this tariff but before cancellation of the service.

Non-Recurring
/Maximum)

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Restoral Charge:
(after company- initiated suspension, per line)

\$165.00

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ORIGINAL

Arizona Tariff No. 1

1st Revised Page 53

Cancels Original Page 53

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SECTION 4 - SERVICE CHARGES, (continued)

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4.1 Connection Charges, (continued)

4.1.5 Other Connection Charges

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Connection charges may apply when a Customer requests connection to one or more Network Switched Services as provided herein. Orders for services for the same Customer account made at the same time for the same premises will be considered one request. Feature activation charges may apply when a customer requests connection to or makes changes to one or more central office line features. Charges are applicable to include moves, adds, or changes as defined in Section 4.1.1. Feature activation charges may not apply if the features are ordered at the same time as other work for the same Customer account at the same premises.

	Non-Recurring (Maximum)	
Line Connection Charge, per Line or Trunk (Applies when new or additional service is established)	\$168.00	
Record Changes (per billing record change order)	\$25.50	Arizona Corporation Commission
Establish or Rearrange Hunting Service	\$39.00	DOCKETED
Telephone Number Change Charge, per line	\$39.00	OCT 04 2002
Central Office and Line Feature Charges	\$39.00	DOCKETED BY <i>CAR</i>
Line Rearrangement Charge, per line (Applies to change or add custom calling features to established service)	\$39.00	
Primary Service Order Charge - Per Order (Add/Move lines, Trunks, T1/PRI, Integrated Access Device and TC, or Change analog PBX Trunks (two-way to DID, etc.), or Convert RCF to UNE and vice versa)	\$35.00	(N)(T) (I)
Secondary Service Order Charge - Per Order (Add/change Custom Calling or miscellaneous features; or Add/change toll block options; or Add/change DID Service; or Change RCF terminating number; or Change hunting arrangements; or Upgrade/downgrade Integrated Access Device channels; or Add/change voicemail)	\$20.00	(N) (I)

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SECTION 4 • SERVICE CHARGES, (continued)**4.2 Premises Visit and Trouble Isolation Charges****4.2.1 General**

Premises Visit charges apply when a visit to the Customer's premise by the Company technician identifies a problem as either 1) no trouble found according to line testing performed at demarcation point, or 2) trouble found attributable to Customer-provided equipment (CPE). Premise Visit charges will not apply to customers subscribing to an Inside Wire Maintenance plan. (D) (N)

The time period for which the Premise Visit charge is applied will commence at Company personnel's arrival at the Customer's premise and end when work is completed.

4.2.2 Premises Visit Charge

Non-Recurring
(Maximum)

Premises Visit Charge (First hour, or any portion thereof)	\$448.00
Premises Visit Charge (Each additional 30 minutes, or any portion thereof)	\$180.00

(N)

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SECTION 4 - SERVICE CHARGES, (continued)

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SECTION 4 • SERVICE CHARGES, (continued)**4.3 Presubscription-2 (PIC)**

Customers may be **presubscribed** to the carrier of their choice for both **interLATA** and **intraLATA** service. The Customer will incur a charge as provided below each time there is a change in the long distance carrier associated with the Customer's **intraLATA** or **interLATA** service **after** the initial installation of service. For example, if a Customer changes both its **interLATA** and **intraLATA** carriers simultaneously, a total of two (2) separate charges will apply (one for the **interLATA** change and one for the **intraLATA** change).

	Non-Recurring <u>(Maximum)</u>
Each Carrier Change (per line)	\$15.00

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SECTION 5 ~ NETWORK SWITCHED SERVICES**5.1 General**

Network Switched Services provide a Customer with a connection to the Company's switching network which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network,
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 8XX NPA; and access 911 service for emergency calling; and
- d) access the service of providers of interexchange service. A Customer may **presubscribe** to such provider's service to originate calls on a direct dialed basis or to receive toll **free** service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10 IXXXX).

Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in this Tariff apply to all services on a one-time basis unless waived pursuant to this Tariff or a promotional or trial offering.

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SECTION 5 – NETWORK SWITCHED SERVICES, (continued)**5.2 Service Descriptions and Rates**

The following Access Service Options are offered:

Basic Local Line Service
Multi-Line Service
Local Analog PBX Trunk Service
Local Digital PBX Trunk Service
Local ISDN PRI Service
Integrated Access Service

Basic Local Line Service, Multi-Line Service, Local Analog PBX Trunk Service, Local Digital PBX Trunk Service, Local ISDN PRI Service, and Integrated Access Service are offered with flat rated local service. All Network Switched Service may be connected to Customer-provided terminal equipment such as station sets, Multi-Line systems, PBX systems, or facsimile machines.

Service may be arranged for two-way calling, inward calling only or outward calling only. Voice Mail Service is available.

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SECTION 5 – NETWORK SWITCHED SERVICES, (continued)**5.2 Service Descriptions and Rates, (continued)****5.2.1 Basic Local Line Service****5.2.1.1 Description**

Basic Local Line Service provides a Customer with a single analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Line has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop start

Pulse Types: Dual Tone Multifrequency (DTMF)

Directionality: Two-Way, In-Only, or Out-Only, at the option of the Customer

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SECTION 5 - NETWORK SWITCHED SERVICES, (continued)**5.2 Service Descriptions and Rates, (continued)****5.2.1 Basic Local Line Service (continued)****5.2.1.2 General**

Flat Rate Basic Local Line Service: Calls to points within the local exchange area are provided at no charge. Local Calling areas are as specified in Section 3.

5.2.1.3 Recurring and Nonrecurring Charges

Charges for each line include a monthly recurring service charge. Nonrecurring charges apply as described in Section 4 of this Tariff.

Basic Local Line Charge (per line):

	<u>Recurring (Maximum)</u>
Initial Business Line	\$98.34
Each Additional Business Line	\$98.34

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SECTION 5 – NETWORK SWITCHED SERVICES, (continued)**5.2 Service Descriptions and Rates, (continued)****5.2.2 Multi-Line Service****5.2.2.1 Description**

Multi-Line Service provides the Customer with one or more analog, voice-grade telephonic communications channels which can be used to place or receive one call at a time. Multi-Line Service is provided for connection of Customer-provided multi line system terminal equipment. All Multi-Lines include Touch Tone and may be equipped with Multi-Line Hunt.

Each Multi-Line has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop start

Pulse Types: Dual Tone Multifrequency (DTMF)

Directionality: Two-Way, In-Only, or Out-Only, at the option of the Customer

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SECTION 5 - NETWORK SWITCHED SERVICES, (continued)**5.2 Service Descriptions and Rates, (continued)****5.2.2 Multi-Line Service, (continued)****5.2.2.2 General**

Flat Rate Multi-Line Service: Calls to points within the local exchange area are provided at no charge. Local Calling areas are as specified in Section 3.

5.2.2.3 Recurring and Nonrecurring Charges

Charges for each line include a monthly recurring service charge. Nonrecurring charges apply as described in Section 4 of this Tariff.

Multi-Line Charge (per line):

	<u>Recurring (Maximum)</u>
Initial Business Multi-Line	\$98.34
Each Additional Business Multi-Line	\$98.34

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SECTION 5 - NETWORK SWITCHED SERVICES, (continued)**5.2 Service Descriptions and Rates, (continued)****5.2.3 Local Analog PBX Trunk Service****5.2.3.1 Description**

Local Analog PBX Trunk Service provides the Customer with one or more, analog voice grade telephonic communications channels which can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a flat rate basis. DID trunks are arranged for one-way inward calling only.

5.2.3.2 General

An analog PBX Trunk, provides the Customer with a single, voice-grade communications channel. Each Trunk is to be used to connect the Customer's Private Branch Exchange (PBX) systems to the Public Switched Network (PSN). Each Trunk is automatically configured into a Hunting Arrangement along with other Company-provided Trunk Services. Each Trunk will, for an additional charge, be equipped with Direct Inward Dial (DID) capability. Charges for blocks of telephone numbers assigned pursuant to the North America Numbering Plan are reflected herein.

The following service arrangements are available:

One-Way Inbound, One-Way Outbound, or Two-Way

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SECTION 5 – NETWORK SWITCHED SERVICES, (continued)**5.2 Service Descriptions and Rates, (continued)****5.2.3 Local Analog PBX Trunk Service, (continued)****5.2.3.3 Recurring and Nonrecurring Charges**

Nonrecurring charges apply as described in Section 4 of this Tariff. Analog PBX Trunks include a monthly recurring charge.

Local Analog PBX Trunk Charge (per trunk):

	<u>Recurring (Maximum)</u>
Two-Way	\$115.53
Inbound Only	\$115.53
Outbound Only	\$115.53
DID Inbound Only (per DID trunk)	\$139.53

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SECTION 5 – NETWORK SWITCHED SERVICES, (continued)**5.2 Service Descriptions and Rates, (continued)****5.2.4 Local Digital PBX Trunk Service****5.2.4.1 Description**

Local Digital PBX Trunk Service provides a Customer with connection to the Company switch via a DS 1 digital local loop connection operating at 1.544 Mbps and time division multiplexed into 24 analog voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of Customer-provided PBX equipment or trunk capable key systems to the Company switch. Each Digital PBX Trunk has the following characteristics:

Terminal Interface:	Channel Bank or DSX-1 panel
Signaling Type:	Ground, E&M I, II, III
Start Dial Indicator:	Immediate Wink, Delay Dial, Dial Tone
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Bound Only, Out-Bound Only or Two Way, as specified by the Customer

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SECTION 5 - NETWORK SWITCHED SERVICES, (continued)**5.2 Service Descriptions and Rates, (continued)****5.2.4 Local Digital PBX Trunk Service, (continued)****5.2.4.2 General**

Service to points within the local calling area is included in the charge for Local Digital PBX Trunk Service. Charges based on time periods and calendar days are provided herein. Nonrecurring connection and Service Order charges apply as described in Section 4 of this tariff.

Optional Feature(s) - DID Service capability as described in Section 6.9 is available. Clear Channel capability as described within this tariff is available. Applicable Nonrecurring charges apply as described in Section 4 of this tariff.

Trunk Group Services - Discounted trunk group services are available to Customers subscribing to more than 50 digital trunks at one premise. The discounted rate applies to the 51st trunk and beyond. The first 50 trunks are billed at the non-discounted rates.

Basic Trunks - Inbound Only, Outbound Only and Two-Way trunks not equipped with hunting or DID.

Advanced Trunks - Inbound Only and Two-Way trunks equipped with DID and hunting.

5.2.4.3 Recurring and Nonrecurring Charges

Where appropriate facilities do not exist, Special Construction charges will also apply, as described within Section 9 of this tariff.

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SECTION 5 – NETWORK SWITCHED SERVICES, (continued)**5.2 Service Descriptions and Rates, (continued)****5.2.4 Local Digital PBX Trunk Service, (continued)****5.2.4.3 Recurring and Nonrecurring Charges, (continued)**

	<u>Recurring (Maximum)</u>	<u>Non-Recurring (Maximum)</u>
<u>Digital Switched Service Facility, per T- 1</u>		
All basic trunks or combination of basic and advanced trunks	\$1080.00	\$2700.00
All advanced trunks	\$450.00	\$2700.00
<u>Trunk Group Services</u>		
Basic Trunks, per trunk		
In-Only	\$90.00	\$117.00
Out Only	\$90.00	\$117.00
Two-Way	\$90.00	\$117.00
Advanced Trunks, per trunk (requires DID trunk termination)		
In-Only (w/DID and Hunting)	\$90.00	\$117.00
Two-Way (w/DID and Hunting)	\$90.00	\$117.00
<u>Discounted Trunk Group Services</u>		
Basic Trunks, per trunk		
In-Only	\$76.50	\$117.00
Out Only	\$76.50	\$117.00
Two-Way	\$76.50	\$117.00
Advanced Trunks, per trunk (requires DID trunk termination)		
In-Only (w/DID and Hunting)	\$76.50	\$117.00
Two-Way (w/DID and Hunting)	\$76.50	\$117.00
Facility Change Charge (changes from or to basic and advanced trunks)	N/A	\$2700.00
Trunk Change Charge (changes/rearrangements of trunks, per trunk)	N/A	\$117.00

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SECTION 5 – NETWORK SWITCHED SERVICES, (continued)

5.2 Service Descriptions and Rates, (continued)

5.2.5 Local ISDN-PRI

5.2.5.1 Local ISDN-PRI Definitions

Local ISDN-PRI - Integrated Services Digital Network Primary Rate Interface (ISDN PRI) is a digital business service that provides PBX equipment and host computer access to a wide variety of switched services. These switched services include circuit switched voice (local calling, Measured Toll Service, 800 and circuit switched data). Each ISDN PRI will allow connection of the aforementioned services via a single central office connection. This service allows PBX equipment and host computer type devices to connect to central office services in bulk quantity, rather than on a line by line or service by service basis.

Each ISDN PRI connection provides access from a Customer premises to the Company's circuit switched voice and circuit switched data via a 1.544 Mbps central office port termination and a 1.544 Mbps Digital Local Loop to the Customers premises. The Digital Local Loop is a DS 1 with Clear Channel Capability. The rates and charges for the Loop are in addition to those for the ISDN PRI Port Connection. The central office port connection is provided in base capacities of twenty-three 64 Kbps "B" channels and one 64 Kbps "D" channel (23B+D). The "D" channel is used for out-of-band signaling and control of the "B" channels. Where technology permits, "D" channels can be shared by multiple ISDN PRI's for the same Customer. "B" channels can be dedicated to each circuit switched voice and circuit switched data service by type or they can be shared among service types by using the call by call feature.

Where appropriate facilities do not exist, Special Construction charges will apply, as describe within Section 9 of this tariff.

"B" Channel - "B" Channel (Bearer Channel) is a 64 Kbps digital channel capable of transporting circuit switched voice and circuit switched data.

"D" Channel - "D" Channel (Delta Channel) is a 64 Kbps digital channel used to transport signaling and control the B channels.

Out of Band Signaling - Out of Band Signaling is signaling that is separated from the channel carrying the circuit switched voice and data services.

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SECTION 5 – NETWORK SWITCHED SERVICES, (continued)**5.2 Service Descriptions and Rates, (continued)****5.2.5 Local ISDN-PRI, (continued)****5.2.5.1 Local ISDN-PRI Definitions, (continued)**

Call by Call for Trunk Groups - Allows the circuit switched voice and data services enabled on the ISDN PRI to share "B" channels and arrange them as a single trunk group. This allows incoming and outgoing circuit switched voice and data calls to utilize "B" channels on a call by call basis. Without this capability, each service will have a dedicated "B" channel.

Calling Number Identification - All calling numbers presented to the services working on ISDN PRI can be delivered to the Customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers. This feature is **optioned** on a per ISDN PRI Port basis only and is offered in appropriately equipped central offices.

Clear Channel Capability - The "B" channels on the ISDN PRI are clear, since all signaling and control functions are handled by the "D"channel. This allows all 64 kbps on each "B" channel to be used for Customer information over the ISDN PRI connection. Calls over the network may either by 56 kbps or 64 kbps depending on the public network in place between the ISDN PRI and the distant end of the call.

Digital Voice Transmission - All voice calls are transmitted using digital signaling.

Channel Configuration - Allows some or all B Channels to be dedicated to exchange and MTS, DID, or 800 Services. Multiple dedicated trunk groups can be established on the same primary port or group of primary ports.

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SECTION 5 -- NETWORK SWITCHED SERVICES, (continued)**5.2 Service Descriptions and Rates, (continued)****5.2.5 Local ISDN-PRI, (continued)****5.2.5.1 Local ISDN-PRI Definitions, (continued)**

Direct Inward Dialing Signal - Permits incoming dialed calls from the exchange network to reach a specific number serviced by Customer-premises equipment (CPE) without the assistance of an attendant. It also provides for the unique identification of the call based on digits sent to the CPE by the central office. The central office will **outpulse** digits to the CPE which can further process the calls as desired.

Eaual Access - Allows the Customer to preselect an Intra and Interexchange Carrier for each circuit switched voice or circuit switched data trunk group. The carrier designation can be changed for applicable charges as shown in Section 4, Presubscription-2 (PIC) of this tariff.

Calling Number Identification Blocking - All Calls - All outgoing calls will be blocked for PRS customers where technically feasible as determined by the Company.

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ORIGINAL**SECTION 5 – NETWORK SWITCHED SERVICES, (continued)****5.2 Service Descriptions and Rates, (continued)****5.2.5 Local ISDN-PRI, (continued)****5.2.5.2 Local ISDN-PRI Recurring and Nonrecurring Charges**

	<u>Recurring (Maximum)</u>	<u>Non-Recurring (Maximum)</u>
<u>Primary Rate Service Facility, per T-1</u>	\$450.00	\$2700.00
<u>PRI Service Configuration, per PRI</u>		
23B+ 1 D Channels	\$2400.00	\$6150.00
24B Channels	\$2400.00	\$6150.00
23B + Back-up D Channel	\$2400.00	\$6150.00
<u>PRI Trunk Group Connection, per B Channel (DID trunk termination is required for all DID capable channels)</u>		
Incoming Trunk Group	\$90.00	\$117.00
Outgoing Trunk Group	\$90.00	\$117.00
Two-Way Trunk Group	\$90.00	\$117.00
<u>Service Feature Options (included in channel charge)</u>		
Calling Number Identification	\$25.00	\$25.00
Calling Number Identification Blocking (all calls)	\$25.00	\$25.00
PRI Change Charge, per T- 1 (all changes or rearrangements)	N/A	\$300.00

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SECTION 5 – NETWORK SWITCHED SERVICES, (continued)**5.2 Service Descriptions and Rates, (continued)****5.2.6 Integrated Services**

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5.2.6.1 Integrated Access Bundled Package

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Integrated Access Bundled Package provides a customer channelized high capacity (1.544 Mbps) facility¹ between a customer premises and its serving office for connection to services provided by Allegiance. Integrated Access Bundled Package allows a customer to integrate voice and data services on a single high capacity facility. The service characteristics and capabilities of the voice services described in this Section are as described in this tariff for multi line business service.

(T)

(T)

The customer selects a package of 12, 16, 20, or 23 voice lines for local exchange access. The balance of the facility's capacity is available for data applications. The rates herein are for the portion of the service dedicated to voice applications. Charges for nonregulated services and options will apply. The charges for voice lines are inclusive of appropriate End User Common Line Charges (EUCL), Touch Tone and Hunting.

(D)

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Customers must sign a minimum one (1) year term agreement for Integrated Access Bundled Package. Full termination liabilities are assessed for early termination of service.

(T)

Monthly Recurring (Maximum):**Voice Channels**

	<u>12</u>	<u>16</u>	<u>20</u>	<u>23</u>
Phoenix	\$1575.00	\$1800.00	\$2025.00	\$2250.00

¹ Integrated Access Bundled Package will be delivered to customers over T-1 or HDSL access. The decision to use HDSL vs. T-1 is an engineering and provisioning decision made solely at the discretion of the Company and is made based on the availability of HDSL facilities. Customers who fall within reach of an Allegiance HDSL-equipped collocation may have Integrated Access Bundled Package delivered to them via HDSL.

(T)

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SECTION 5 – NETWORK SWITCHED SERVICES, (continued)**5.2 Service Descriptions and Rates, (continued)****5.2.6 Integrated Services, (continued)**

(N)

5.2.6.1 Integrated Access Bundled Package, (continued)

Non-Recurring Charges:

Maximum

Integrated Access Set-Up Fee, (Applies when
ordering new Integrated Access Bundled Packages.
Does not apply when upgrading or downgrading
channels already established.)

\$2700.00

I

Change Charge, (Applies when upgrading or
downgrading channels)

\$ 90.00

(N)

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SECTION 5 – NETWORK SWITCHED SERVICES, (continued)**5.2 Service Descriptions and Rates, (continued)****5.2.6 Integrated Services, (continued)****5.2.6.2 Total Communications - 4 Line Base Package'****(T)**

Total Communications is designed for customers that need high-speed Internet Access and have 4-20 voice channels. The base package includes 4 voice channels and 256K of Internet Access. Customers may increase the amount of voice channels in one-channel increments (up to a maximum of 20 total voice channels). Total Communications integrates voice and data services on a single high capacity facility. The service characteristics and capabilities of the voice services described in this Section are as described in this tariff for multi line business.

The customer will select a package of 4 voice lines for local exchange access. The balance of the facilities capacity is available for additional voice or data applications. Charges for non-regulated services and options will apply in addition to the charges referenced below. The charges for voice lines are inclusive of appropriate End User Common Line (EUCL), Hunting, and Touch Tone Charges. Customers must sign a minimum (1) year term agreement for Total Communications. Full termination liabilities are assessed for early termination service.

(T)
(T)**Monthly Recurring Charges (Maximum):**

	Voice Channels	
	Incremental Line Charge	
	<u>MRC</u>	<u>NRC</u>
Base Package	\$497.40	\$2697.00
Incremental Lines ¹	\$124.35	\$ 168.00

Total Communications Service will be delivered to customers over T- 1 or **HDSL2** access. The decision to use HDSL2 vs. T-1 is an engineering and provisioning decision made solely at the discretion of the company and is made based on the availability of HDSL2 facilities. Customers who fall within the reach of an Allegiance **HDSL2-equipped** collocation may have Total Communications delivered to them via HDSL2.

¹NRC applies only to additional lines to existing service

²Product is no longer available to new customers.

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SECTION 5 - NETWORK SWITCHED SERVICES, (continued)**5.2 Service Descriptions and Rates, (continued)****5.2.6 Integrated Services, (continued)****5.2.6.3 Total Communications - 6 Line Base Package**

Total Communications is designed for customers that need high-speed Internet Access and have 6-20 voice channels. The base package includes 6 voice channels and 256K of Internet Access. Customers may increase the amount of voice channels in one-channel increments (up to a maximum of 20 total voice channels). Total Communications integrates voice and data services on a single high capacity facility. The service characteristics and capabilities of the voice services described in this Section are as described in this tariff for multi line business.

The customer will select a package of 6 voice lines for local exchange access. The balance of the facilities capacity is available for additional voice or data applications. Charges for non-regulated services and options will apply in addition to the charges referenced below. The charges for voice lines are inclusive of appropriate End User Common Line (EUCL), Hunting, and Touch Tone Charges. Customers must sign a minimum (1) year term agreement for Total Communications. Full termination liabilities are assessed for early termination service.

Monthly Recurring Charges (Maximum):

	Voice Channels	
	Incremental Line Charge	
	MRC	NRC
Base Package	\$994.40	\$2697.00
Incremental Lines ¹	\$124.35	\$ 168.00

Total Communications Service will be delivered to customers over T- 1 or HDSL2 access. The decision to use HDSL2 vs. T-1 is an engineering and provisioning decision made solely at the discretion of the company and is made based on the availability of HDSL2 facilities. Customers who fall within the reach of an Allegiance HDSL2-equipped collocation may have Total Communications delivered to them via HDSL2.

¹NRC applies only to add additional lines to existing service.

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(N)

(N)

SECTION 5 - NETWORK SWITCHED SERVICES, (continued)**5.2 Service Descriptions and Rates, (continued)****5.2.6 Integrated Services, (continued)****5.2.6.4 Total Communications - With Digital Handoff**

Total Communications with Digital Handoff is designed for customers that need high-speed Internet Access and digital signaling on 6-20 voice channels. The base package includes 6 voice channels and 256K of Internet Access. The balance of the capacity is available for additional voice or data applications. Customers may increase the amount of voice channels in one-channel increments (up to a maximum of 20 total voice channels). Total Communications integrates voice and data services on a single high capacity facility.

The customer will be responsible for the connection from the Integrated Access Device to their equipment (no connection block will be provided with this service). Customers must digitally accept all of their channels. No more than two trunk groups will be provisioned for any given circuit. No custom calling features are available with this product. The available features are the same as those available with the company's Digital PBX product.

Charges for non-regulated services and options will apply in addition to the charges referenced below. The charges for voice lines are inclusive of appropriate End User Common Line (EUCL), Hunting, Touch Tone, and LNP charges. DID Pricing is available in Section 6.8 of this tariff. Customers must sign a minimum (1) year term agreement for Total Communications. Full termination liabilities are assessed for early termination of service.

Monthly Recurring Charges (Maximum):

	Voice Channels	
	Incremental Line Charge	
	<u>MRC</u>	<u>NRC</u>
Base Package	\$994.40	\$2697.00
Incremental Lines ¹	\$124.35	\$ 168.00

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¹NRC applies only to add additional lines to existing service.

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ORIGINAL**SECTION 5 – NETWORK SWITCHED SERVICES, (continued)****5.2 Service Descriptions and Rates, (continued)****5.2.6 Integrated Services, (continued)****5.2.6.4 Total Communications – With Digital Handoff (Cont'd)**

Total Communications Service will be delivered to customers over T-1 or HDSL2 access. The decision to use HDSL2 vs. T-1 is an engineering and provisioning decision made solely at the discretion of the company and is made based on the availability of HDSL2 facilities. Customers who fall within the reach of an Allegiance HDSL2-equipped collocation may have Total Communications delivered to them via HDSL2.

¹NRC applies only to add additional lines to existing service.

5.2.6.5 Integrated Services Non-Recurring ChargesNon-Recurring Charges - Maximum

T-1/PRI Reconfiguration Charge
(Any changes to T1/PRI Configuration or trunk groups) \$190.00
(Relates to Digital TC, PBX, PRI, and Digital Services)

5.2.6.6 Integrated Services Other Charges**Integrated Services Charges
(Associated with Integrated Access and Total Communications services)****Local Loop Expense Recoup**

Applies to recoup local loop costs incurred by the Company during extended delays by the customer to install device. Once service is activated, this charge will be replaced by applicable Package Charge associated with customer's Integrated Access or Total Communications Service.

Local Loop Expense Recoup, Per Month Maximum \$600.00

Inside Wiring Overage Charge

Applies to recoup wiring expenses associated with the installation of Integrated Access and Total Communication Services over \$899.00 (Variable charge – per installation).

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SECTION 6 – ADDITIONAL SERVICES, (continued)**6.1 Central Office, Line and Trunk Features, (continued)****6.1.2 Description of Line Features, (continued)**

Call Forwarding - Busy Line - Allows incoming calls that encounter a busy condition to be forwarded to a pre-designated telephone number within the exchange or on the Long Distance Telecommunications Network. The Call Forwarding customer is responsible for the payment of charges (e.g., toll charges) for each call between the Call Forwarding equipped telephone line and the line to which the call is being forwarded. The transmission may not meet normal standards depending on the distance and routing necessary.

Call Forwarding Busy/Don't Answer - Allows incoming calls that encounter a busy condition to be forwarded to a pre-designated telephone number and/or calls which are not answered after a pre-determined number of rings to be automatically forwarded to a pre-designated telephone number within the exchange or on a Long Distance Telecommunications Network. The Call Forwarding customer is responsible for the payment of charges.

Call Forwarding - Don't Answer - Allows incoming calls which are not answered **after** a pre-determined number of rings to be automatically forwarded to a pre-designated telephone number within the exchange or on the Long Distance Telecommunications Network. The Call Forwarding customer is responsible for the payment of charges (e.g., toll charges) for each call between the Call Forwarding equipped telephone line and the line to which the call is being forwarded. The transmission may not meet normal standards depending on the distance and routing necessary.

Remote Access to Call Forwarding - Permits the customer who also subscribes to Call Forwarding with the ability to activate, deactivate or change Call Forwarding from a remote location. Remote Access to Call Forwarding can only be accessed from a Dual Tone Multi-Frequency (DTMF) telephone which has a full set of characters including “*” and “#”. All charges incurred to access the remote number will be billed appropriately.

Three-Way Calling - Enables a customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation. The transmission may not meet normal standards depending on the distance and routing necessary.

Speed Calling - Enables a customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than the complete telephone number. Eight code capacity and 30 code capacity are available

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SECTION 6 – ADDITIONAL SERVICES, (continued)**6.1 Central Office, Line and Trunk Features, (continued)****6.1.2 Description of Line Features, (continued)**

Call Return - Enables the customer to redial automatically the last incoming telephone number. If that telephone number is busy, the Company's equipment will keep trying to call the number for a maximum of thirty (30) minutes beginning with the customer's activation of Call Return in an attempt to establish the call. The customer will be signaled with a distinctive ring when the call can be completed.

Auto Redial - Enables the customer to redial automatically the last outgoing telephone number. If the telephone number is busy, the Company's equipment will keep trying to call the number for a maximum of thirty (30) minutes beginning with the customer's activation of Auto Redial, in an attempt to establish the call. The customer will be signaled with a distinctive ring when the call can be completed.

Call Forwarding/Busy Line Expanded - This feature automatically reroutes an incoming call to a Customer predesignated number outside of the serving central office when the called number is busy.

Call Forwarding/Busy Line External - This feature automatically reroutes an incoming call to a Customer's predesignated number which is outside the customer's system by within the same central office when the called number is busy.

Call Forwarding/Busy Line - Overflow - The feature automatically reroutes an incoming call to a Customer's predesignated number in the same serving central office when the called number is busy.

Call Forwarding Don't Answer - Expanded - This feature automatically reroutes an incoming call to a Customer's predesignated number which is outside of the serving central office when the called number does not answer within the number of rings programmed by the Company.

Simultaneous Call Forwarding - Provides the customer that also subscribes to an appropriate call forwarding service with the ability to forward multiple incoming calls simultaneously to another telephone number designated by the customer. The Simultaneous Call Forwarding customer is responsible for the payment of any applicable toll charges for each call between the Simultaneous Call Forwarding telephone and the line to which the call is being forwarded.

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(N)

Some material previously listed on this page is now on page 75.1

SECTION 6 – ADDITIONAL SERVICES, (continued)**6.1 Central Office, Line and Trunk Features, (continued)****6.1.2 Description of Line Features, (continued)**

Call Forwarding Busy Line/Don't Answer - Expanded - This feature allows incoming calls that encounter a busy condition or calls which are not answered after a predetermined number of rings to be automatically forwarded to a pre-selected telephone number which is in a different central office.

Call Forwarding Busy Line/Don't Answer - Overflow - This feature allows incoming calls that encounter a busy condition and/or calls which are not answered after a predetermined number of rings to be automatically forwarded to a pre-selected telephone number within the same central office.

Call Transfer - This feature gives the customer the capability of including another end user on an already established call. After establishing the call, the customer may drop his connection without disconnecting the two end users. While the two parties are connected, access continues to be recorded and will be charged to the customer.

Message Waiting Indicator - This is a companion feature to Forward Call Information. Customers hear an audible interrupted dial tone and, where facilities permit, have an indicator lamp on appropriately equipped customer provided equipment indicating there is a message waiting.

6.1.2.1 Caller ID Services

Caller ID Number Delivery - Allows the transmission of Calling Party Number (CPN) to the subscriber's access lines. When a Calling Number Delivery equipped line is on-hook, CPN is transmitted across the line during the silent interval between the first and second ring. Call Number Delivery subscribers must provide and connect their own compatible customer premises equipment (CPE) to process the CPN transmission.

Caller ID Privacy – Blocks the delivery of customer's Caller ID information on a per trunk group basis. (Provided to Law enforcement, domestic violence crisis intervention agencies and individual victims of domestic violence upon request.)

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SECTION 6 - ADDITIONAL SERVICES, (continued)

6.1 Central Office, Line and Trunk Features, (continued)

6.1.2 Description of Line Features, (continued)

6.1.2.1 Caller ID Services, (continued)

- c. Caller ID Number and Name Delivery - Combines Caller ID Number Delivery and Caller ID Name Delivery.
- d. Caller ID Blocking, per call - An originating option that allows Customers to control the disclosure of their directory number and name on a call-by-call basis. When activated, the option precludes the originating Customer's telephone number and name, including Customers with nondirectory listed service or a Non-Published Number from being displayed on the terminating Customer's Caller ID display device (s) . Activation is accomplished by the calling party dialing the per call blocking activation code prior to initiating a call. There is no charge associated with per call blocking.
- e. Caller ID Blocking, per line - Allows Customers to automatically block the disclosure of their directory number and name on all originating calls. The option precludes the originating Customer's telephone number and name, including Customers with nondirectory listed service or a Non-Published Number, from being displayed on the terminating Customer's Caller ID display device(s). There is no charge associated with line blocking for the initial request. Subsequent requests to add line blocking will incur a service order charge.
- f. Anonymous Call Rejection (ACR) - Allows customer to automatically reject all calls that have been marked anonymous by the calling party. When ACR is active, the called party receives no alerting (ringing) for a call that has been rejected. The call is routed to a denial announcement and subsequently terminated.

Any calling party may prevent the delivery of CPN and of Calling Party Name to the called party by dialing an access code (*67 on their touch-tone pad) prior to placing a call. The access code is activated per call blocking. Per call blocking is available at no charge.

If a calling party activates blocking, the CPN and Calling Party Name will not be transmitted across the line. Instead, the Caller ID subscriber will receive an anonymous indicator. This anonymous indicator notifies the Caller ID subscriber that the calling party chose to block name and number delivery.

Per-line blocking will be offered at no charge to a particular customer if the Commission receives from the customer written certification that the customer has a compelling need for per-line blocking.

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SECTION 6 – ADDITIONAL SERVICES, (continued)**6.1 Central Office, Line and Trunk Features, (continued)****6.1.2 Description of Line Features, (continued)****6.1.2.1 Caller ID Services, (continued)**

- g. Personalized Ring Service • Permits a customer to establish up to three telephone numbers on the same access line and to distinguish each number by distinctive incoming ring patterns. The billing telephone number is the “master” number and the other telephone numbers are “dependent” numbers. The standard ringing pattern is provided for the master number while distinctive ringing patterns are provided for a maximum of two dependent numbers.

Personalized Ring service is available to single line business customers where facilities are available. Personalized Ring is not available with the following services: hunting arrangements, foreign exchange, and remote call forwarding.

(M)

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SECTION 6 - ADDITIONAL SERVICES, (continued)**6.1 Central Office, Line and Trunk Features, (continued)****6.1.3 Rates and Charges for Line Features**

Non-recurring and monthly recurring charges are provided in this section.

<u>Charges Applicable Per Line Equipped</u>	<u>Non-Recurring (Maximum)</u>	<u>Recurring (Maximum)</u>
Call Waiting	\$39.00	\$22.50
Call Forwarding Variable	\$39.00	\$14.40
Call Forwarding Busy Line	\$39.00	\$9.00
Call Forwarding Don't Answer	\$39.00	\$9.00
Call Forwarding Busy/Don't Answer	\$39.00	\$16.50
Call Forwarding Busy Expanded	\$39.00	\$12.00
Call Forwarding Busy External	\$39.00	\$12.00
Call Forwarding Busy Overflow	\$39.00	\$12.00
Call Forwarding Don't Answer Expanded	\$39.00	\$12.00
Simultaneous Call Forwarding	\$39.00	\$12.00
Call Forwarding Busy/Don't Answer Expanded	\$39.00	\$22.00
Call Forwarding Busy/Don't Answer Overflow	\$39.00	\$46.00
Remote Access to Call Forwarding	\$39.00	\$23.25
Simultaneous Call Forwarding	\$39.00	\$7.95
Three Way Conference Calling/First Line	\$39.00	\$12.00
Caller ID - Number	\$39.00	\$24.00
Caller ID - Name and Number	\$39.00	\$30.00
Caller ID Privacy	\$39.00	\$9.00
Anonymous Call Rejection	\$39.00	\$9.00
Speed Dialing - 8 Codes	\$39.00	\$9.00
Speed Dialing - 30 Codes	\$39.00	\$13.50
Distinctive Ring Service - 1 number	\$39.00	\$32.00
Distinctive Ring Service - 2 numbers	\$39.00	\$15.00
Distinctive Ring Service - 3 numbers	\$39.00	\$21.00
Auto Redial	\$39.00	\$10.50
Call Return	\$39.00	\$9.00
Call Transfer	\$39.00	\$0.00
Message Waiting Indicator	\$0.00	\$1.00

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SECTION 6 – ADDITIONAL SERVICES, (continued)**6.1 Central Office, Line and Trunk Features, (continued)****6.1.3 Rates and Charges for Line Features, (continued)**

The following features are available to the subscriber on a per activation basis:

	Per Usage Charge <u>{Maximum}</u>
Three Way Conference Calling	\$2.25
Call Return/Auto Callback	\$2.25
Auto Redial	\$2.25

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SECTION 6 - ADDITIONAL SERVICES, (continued)**6.1 Central Office, Line and Trunk Features, (continued)****6.1.4 Description of Central Office Features**

Remote Call Forwarding • Remote Call Forwarding (RCF) is a local exchange telecommunications service feature whereby all calls dialed to a telephone number equipped for RCF are automatically forwarded to another **dialable** exchange or **8XX** Service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF Customer pays the applicable charges for the forwarded portion of the call.

Remote Call Forwarding service is offered subject to availability of suitable facilities.

Remote Call Forwarding service is not offered where the terminating station is a coin telephone.

The Company will not provide identification of the originating telephone number to the RCF Customer.

Transmission characteristics may vary depending on the distance and routing necessary to complete the remotely forwarded call. Therefore, the normal grade end-to-end transmission is not guaranteed on such calls.

Remote Call Forwarding service is not represented as suitable for satisfactory transmission of data.

One directory listing in the Alphabetical Directory is provided without charge. End User Common Line charge does not apply.

Each Remote Call Forwarding feature allows for forwarding one call at a given time. An additional path is necessary for each additional call to be forwarded **simultaneously**.

Remote Call Forwarding service will only be provided when, in the judgment of the Company, the Customer subscribes to sufficient RCF features and facilities at the terminating location to adequately handle calls without interfering with or impairing any services offered by the Company.

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SECTION 6 ADDITIONAL SERVICES, (continued)**6.1 Central Office, Line and Trunk Features, (continued)****6.1.5 Rates and Charges for Remote Call Forwarding**

	<u>Recurring (Maximum)</u>	<u>Non-Recurring { Maximum}</u>
Remote Call Forwarding, per path	\$57.00	\$90.00

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SECTION 6 -- ADDITIONAL SERVICES, (continued)

6.1 Central Office, Line and Trunk Features, (continued)

6.1.6 Description of Hunting Line Services

Hunting Line services may be used to establish hunting arrangements between two or more of a customer's local exchange access lines. All of the local exchange access lines in a hunting arrangement group must be the same class of service and grade of service.

Hunting Line services are available to one-party line residence and business customers where Company facilities exist for such hunting line services. However, these hunting line services are not offered with Customer-owned Pay Telephone Service.

- a. Multiline Hunt Service - The hunt for an idle access line starts with the called access line in a prearranged hunt group and ends with the last access line in the hunt group, completing the call to the first idle access line encountered. Unless the first access line in the hunt group is called, only a portion of the access line group is hunted. (T)
- b. Circular Hunt Service - Permits a complete hunt over all the access lines in a prearranged access line hunt group. If no idle access line is encountered, the hunting will continue until it reaches the access line that was originally called. (T)

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6.1.7 Rates and Charges for Hunting Line Services

Business Multi-Line Hunting and PBX Trunk Hunting:

	<u>Recurring (Maximum)</u>	
Multiline Hunt Service, per line	\$24.00	(T)
Circular Hunt Service, in addition to Multiline Hunt charges, per group	\$9.00	(T)
		(D)

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SECTION 6 – ADDITIONAL SERVICES, (continued)**6.1 Central Office, Line and Trunk Features, (continued)****6.1.8 Touch Tone Service**

Touch Tone service provides for the origination of calls by means of instruments equipped for tone-type address signaling and special central office facilities. The service is furnished subject to the availability of the central office facilities.

6.1.9 Rates and Charges for Touch Tone Services

	Non-Recurring <u>/Maximum</u>	Recurring <u>(Maximum)</u>
Per Line on Trunk Equipped	\$5.00	\$5.00

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SECTION 6 – ADDITIONAL SERVICES, (continued)**6.2 Directory Assistance Service****6.2.1 General**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

Directory Assistance - Local Directory Assistance is a service where customers may (T) request listing information for areas within their LATA or home NPA.

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6.2.2 Regulations

A Directory Assistance Charge applies for each call to Directory Assistance for telephone number(s), area code(s), and/or general information requested from the Directory Assistance operator except as follows:

Calls from coin telephones, including COCOTS (Customer Owned Coin Operated Telephone Sets).

Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.

Customer experiences poor transmission or is cut-off during the call.

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SECTION 6 -- ADDITIONAL SERVICES, (continued)**6.2 Directory Assistance Service, (continued)****6.2.3 Rates**

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

- I Directory Assistance Calls - A flat charge will apply per number requested from Directory Assistance.

	Per Use <u>(Maximum)</u>	
Directory Assistance, per call	\$1.50	(T)
		(D)

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SECTION 6 - ADDITIONAL SERVICES, (continued)**6.3 Local Operator Services**

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Service and to Customers and Users of exchange access lines which the Customer has pre-subscribed to the Company's Pre-Subscribed MTS or Total Service Solution products.

6.3.1 Call Types

Person-to-Person - Calls completed with the assistance of a Company operator to a particular person, station, department or PBX extension specified by the calling party. Where this service is available, rates and charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station - A service where the person originating the call dials the telephone number desired, or gives to the company operator the telephone number of the desired line, branch exchange, branch exchange or **Centrex** line which is reached directly rather than through a branch exchange or **Centrex** attendant, or gives only the name and address under which the number of the desired line, or branch exchange or **Centrex** system is listed, and does not specify a particular person to be reached, nor a particular line, department, or office to be reached through a branch exchange or **Centrex** attendant.

Collect Call - A billing arrangement by which the charge for a call may be reversed provided the charge is accepted at the called service point. A collect call may be billed to a calling card or third number. In the case of a public or semi-public coin telephone the charges must be billed to a calling card or third number, or the call may be re-originated from the called service point.

Third-Number Billing - A billing arrangement by which a message may be charged to an authorized service point as determined by the company other than the service point originating the call or the service point where the call is terminated.

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SECTION 6 – ADDITIONAL SERVICES, (continued)**6.3 Local Operator Services, (continued)****6.3.2 Rates and Charges**

Local exchange and **IntraLATA** calls may be placed on an operator-assisted basis.

In addition to the usage charges identified herein, the following operator-assisted charges will apply:

Per Call Charges:	IntraLATA {Maximum}	Local (Maximum)
Person-to-Person (Customer Dialed)	\$10.50	\$10.50
Station-to-Station (Customer Dialed)	\$10.50	\$10.50
Third Number Billing	\$3.90	\$3.90
Collect Call	\$3.90	\$3.90

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SECTION 6 - ADDITIONAL SERVICES, (continued)**6.4 Busy Verification and Interrupt Service****6.4.1 General**

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

6.4.2 Rate Application

- a) A Verification Charge will apply when:
 - 1. The operator verifies that the line is busy with a call in progress, or
 - 2. The operator verifies that the line is available for incoming calls.
- b) Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.
- c) No charge will apply when the calling party advises that the call is from an official public emergency agency.

6.4.3 Rates

	Per Call [Maximum]
Verification Charge, each request	\$4.50
Interrupt Charge, each request	\$9.00

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SECTION 6 – ADDITIONAL SERVICES, (continued)**6.5 Directory Listing Services****6.5.1 Directory Listing Definitions**

Primary Listing • One listing, termed the primary listing, is included with each Customer's service with the primary line of a line hunting group at no charge.

Non-Listed Listing – A Non-Listed Listing will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried **in** the Company's directory assistance and other records and will be given to any calling party. Charges for a Non-Listed Listing are specified herein.

Non-Published Listing • A Non-Published Listing will be furnished at the Customer's request. A Non-Published Listing is not listed in the telephone Company's directories, or on directory assistance records. Listing information (name, address and number) on a Non-Published Listing is not available to the general public. Charges for a Non-Published Listing are specified herein.

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SECTION 6 – ADDITIONAL SERVICES, (continued)**6.5 Directory Listing Services, (continued)****6.5.1 Directory Listing Definitions, (continued)**

Additional Listing includes the following options:

Foreign Listing – Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.

Alternative Listing – Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls. Charges for Alternative Listings are specified herein as Additional Listing.

Reference Listing – A listing including additional telephone numbers of the same or another Customer to be called in the event there is no answer from the Customer's telephone. Charges for reference listings are specified herein as Additional Listing.

Extra Line Listing - An extra line listing may be provided in the directory if it facilitates the use of telephone service. An extra line consists of five words or any fraction thereof. Ordinarily, an extra line will be provided only when a customer has more than one listed telephone. When a customer needs more than five words to properly direct calls, he may arrange for two or more extra lines.

Extra Listing - A business establishment adding the names of associates or employees to the customer or joint-users primary telephone listing.

Additional Listing - Where a customer is served by two or more main numbers in a series completion group arranged for a hunting operation, additional listing may be provided on any of the lines other than the first number in the group for a monthly fee.

Secretarial Listing - A customer engaged in furnishing service of a secretarial nature may contract for telephone secretarial listing.

Caption - Listings may be indented under a caption or subcaption at no additional charge (N) when in the judgement of the Company, the captions will facilitate the use of the service. (N)

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SECTION 6 – ADDITIONAL SERVICES, (continued)**6.5 Directory Listing Services, (continued)****6.5.2 Directory Listing Rates**

	<u>Recurring (Maximum)</u>
Primary Listing	\$5.00
Extra Listing/Optional	\$9.00
Extra Line Listing/Optional	\$9.00
Additional Listing/Optional	\$9.00
Non-Published Listing/Optional	\$5.40
Non-Listed Listing/Optional	\$4.35
Foreign Listing/Optional – each	\$9.00
Secretarial Listing/Optional – each	\$9.00
Alternative Listing/Optional	\$9.00

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SECTION 6 - ADDITIONAL SERVICES, (continued)**6.6 Blocking Service****6.6.1 General**

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to Customers:

- a) 900 and 976 Blocking - Allows the subscriber to block all calls beginning with the 900 and 976 prefixes (i.e. 900-XXX-XXXX) from being placed.
 - 1. The Company shall provide blocking, where technically feasible, at no charge on a one-time basis to all telephone subscribers.
 - 2. The Company will charge a nonrecurring fee for each subsequent request for blocking or unblocking pay-per-call service.
 - 3. A subscriber who transfers service to a new location and is served by the same local exchange carrier shall be able to maintain blocking of pay-per-call service without any additional charge to establish blocking at the new location.
 - 4. Requests by subscribers to remove pay-per-call blocking must be in writing to the Company.
- b) Involuntary Blocking of 900 and 976 Numbers - Involuntary blocking of 900 and 976 numbers may be implemented by the telephone company for failure to pay legitimate charges.

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SECTION 6 – ADDITIONAL SERVICES, (continued)**6.6 Blocking Service, (continued)****6.6.1 General, (continued)**

- c) Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- d) Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any Customer-dialed call that has a long distance charge associated with it.

Toll Restriction will not block the following types of calls: 9 11 (Emergency), 1 + 8XX(Toll Free), and operator assisted toll calls.

- e) Direct Inward Dialing Blocking (Third Party and Collect Call) -provides business Customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.
- f) 10 10XXX Blocking - Allows subscribers to block access to long distance providers via 1010XXX dialing.

(N)
(N)

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SECTION 6 – ADDITIONAL SERVICES, (continued)**6.6 Blocking Service, (continued)****6.6.2 Regulations**

The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.

Blocking Service is available where equipment and facilities permit.

6.6.3 Rates and Charges

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

	<u>Recurring (Maximum)</u>	<u>Non-Recurring (Maximum)</u>	
Toll Restriction/Per Line (Restricts 1+, 0+, 976,900, and 1-411	\$82.50	\$9.00	
976/900 Restriction	\$82.50	\$9.00	
1010XXX Blocking	\$82.50	\$9.00	(N)

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SECTION 6 - ADDITIONAL SERVICES, (continued)**6.7 ALLEGIANCE SELECT USAGE CALL DETAIL**

Description - Call detail records associated with Allegiance's intracompany calling plan will not appear on customer invoices. These usage records will be made available to the customer upon request only and are billed per line, per service location, per billing cycle. Call detail records will be provided for all eligible lines, whether specifically requested or not. Customer must request usage records each month, and requests can be made for up to three months of prior usage.

	<u>Maximum Rate</u>	(Z)
Call Detail Record, per line, per service location, per billing cycle	\$20.00	(Z)

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SECTION 6 – ADDITIONAL SERVICES, (continued)**6.8 DID Service For Voice Grade Channels (T)****6.8.1 Description (T)**

DID Service provides the Customer with Direct Inward Dialing on designated voice-grade communications channels. DID Service is to be used in connection with the Customer's Private Branch Exchange (PBX) system. Dialed digits are transmitted for all incoming calls thereby allowing the Customer's PBX system to route incoming calls directly to individual stations by Customer-assigned DID telephone number. Each trunk provisioned for DID Service is automatically configured into a Hunting Arrangement. Charges for blocks of telephone numbers assigned pursuant to the North America Numbering Plan.

6.8.2 General (T)

Standard Feature(s) - Each Company-provided Trunk for DID Service will automatically include Tone Dialing and a Hunting Arrangement at no additional charge to the Customer. The following service arrangement(s) are available:

One-Way Inbound

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SECTION 6 - ADDITIONAL SERVICES, (continued)**6.8 DID Service For Voice Grade Channels, (continued)**

(T)

6.8.3 Recurring Charges

(T)

Charges are in addition to Local Trunk services as described within this tariff. Nonrecurring charges apply as described in Section 4 of this tariff.

	<u>Recurring (Maximum)</u>
DID Trunk Termination/Per DID Trunk (includes Touch Tone, in addition to Trunk, Line, and channel charges)	\$135.00
Block of 20 Sequential DID Numbers, per block	\$9.00
DID Non-sequential Numbers, per number	\$0.45

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SECTION 6 - ADDITIONAL SERVICES, (continued)

6.9 Allegiance Wire Maintenance Plan

(T)

6.9.1 General

(N)

The Wire Maintenance Plan (WMP) is an optional plan which provides customers with a diagnosis of their inside wiring problem and any necessary repairs. WMP is only available to single, multi line, analog PBX and Integrated Services customers.

For a monthly fee per line, the WMP customer will receive wiring repairs at no incremental cost. There are no initiation fees. If a customer chooses to order WMP, it must be purchased on all eligible lines per service location. Existing customers purchasing the WMP will experience a 30 day waiting period before the plan is effective. New customers purchasing WMP will benefit from the plan upon initiation of their service.

Customers who do not subscribe to WMP may incur maintenance service charges for all Company premises visits and wiring repairs.

6.9.2 Single-line Telephone Service

Allegiance will diagnose, repair and maintain the inside wiring from the Demarcation Point, as defined in the Voice Service Order/ Integrated Services Order form, to and including the telephone jacks inside Customer's premises associated with each eligible telephone line covered under the WMP (subject to the "Exclusion" listed elsewhere in this section) that became necessary and are reported to Allegiance.

6.9.3 Multi-Line or Analog Trunk Telephone Service

Allegiance will diagnose, repair and maintain the inside wiring from the Demarcation Point, as defined in the Voice Service Order/Integrated Services Order form, to the extended Demarcation Point terminating at Customer's key service unit ("KSU"), or analog PBX, associated with each eligible telephone line covered under the WMP (subject to the "Exclusions" listed elsewhere in this section) that become necessary and are reported to Allegiance. Trouble isolation can often be accomplished through office testing facilities. Allegiance reserves the right to dispatch technicians at its sole discretion to isolate any service problems. Customers will be charged a maintenance service charge in accordance with the Allegiance Tariffed List Price for any technician service visit provide by Allegiance or its representatives, if Customer does not subscribe to the Wire Maintenance Plan.

(N)

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SECTION 6 - ADDITIONAL SERVICES, (continued)**6.9 Allegiance Wire Maintenance Plan, (continued)**

(N)

6.9.4 Line Eligibility

WMP is offered to Allegiance customers who have either standard single-line, multi-line or analog trunk telephone service. Customer must subscribe to WMP on all eligible telephone lines provided by Allegiance. WMP does not apply to the items specified under "Exclusions" in this tariff.

6.9.5 Limited 30-Day Warranty

Allegiance warrants for a period of thirty (30) days that the services and products provided under WMP will meet accepted industry practices. Should any failure to conform to this warranty appear and be reported to Allegiance within said thirty (30) day period, Allegiance shall re-perform the nonconforming services, and repair or replace the nonconforming product(s). Such m-performance of work, and repair or replacement of nonconforming products, shall constitute the entire liability of Allegiance and sole remedy of the Customer under this warranty, whether a claim or remedy is sought in contract, tort (including negligence), strict liability, or otherwise. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR IMPLIED, IN FACT OR IN LAW. ALLEGIANCE DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(N)

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SECTION 6 - ADDITIONAL SERVICES, (continued)**6.9 Allegiance Wire Maintenance Plan, (continued)**

(N)

6.9.6 Limitation of Liability

THE ENTIRE LIABILITY OF ALLEGIANCE AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ALL CLAIMS OR DAMAGES OF WHATEVER NATURE ARISING FROM OR IN ANY WAY RELATED TO THIS WIRE MAINTENANCE PLAN OR THE PROVISION OF SERVICE (INCLUDING THE FAILURE TO PROVIDE SERVICE, ANY LOSS OR USE OF WIRING, JACKS OR TELEPHONE EQUIPMENT, AND ANY DAMAGES RESULTING THERE FROM), INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, TORTIOUS CONDUCT, REPRESENTATIONS, ERRORS, OR OTHER DEFECTS, WHETHER CAUSED BY ACTS OF COMMISSION OR OMISSION, WHETHER SUCH DAMAGES ARE ASSERTED IN AN ACTION BROUGHT IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR PURSUANT TO SOME OTHER THEORY (INCLUDING DECEPTIVE TRADE PRACTICE CLAIMS) AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN SHALL BE LIMITED TO THE LESSER OF (i) AMOUNTS PAID TO ALLEGIANCE UNDER THIS WIRE MAINTENANCE PLAN, OR (ii) REFUNDS IN AN AMOUNT EQUAL TO THE PROPORTIONAL MONTHLY CHARGES UNDER THIS WIRE MAINTENANCE PLAN TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, OR DEFECT IN THE SERVICE OR EQUIPMENT, OR ANY OTHER EVENT OR ACTION GIVING RISE TO ANY CLAIM, OCCURS. THIS LIMITATION OF LIABILITY APPLIES TO ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, COSTS OR ATTORNEYS' FEES ARISING IN WHOLE OR IN PART, FROM WARRANTIES, EXPRESS OR IMPLIED, DEFECTS IN MATERIALS, WORKMANSHIP OR DESIGN, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR ANY OTHER BASIS OF LIABILITY FOR ALLEGIANCE.

CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, AND EXPENSES ARISING OUT OF USE OF THE SERVICES BY CUSTOMER, ITS USERS, OR ANY OTHER PERSON OR ENTITY USING THE ACCOUNT WITH OR WITHOUT CUSTOMER'S KNOWLEDGE OR CONSENT. SOME JURISDICTION MAY NOT ALLOW A LIMITATION ON LIABILITY FOR NEGLIGENCE THAT CAUSES DEATH OR PERSONAL INJURY, AND ALLEGIANCE LIMITS ITS LIABILITY IN SUCH JURISDICTION ONLY TO THE DEGREE ALLOWED BY APPLICABLE LAW.

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SECTION 6 - ADDITIONAL SERVICES, (continued)

6.9 Allegiance Wire Maintenance Plan, (continued)

(N)

6.9.6 Limitation of Liability, (continued)

No special Damages

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, ALLEGIANCE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES, GOODWILL OR COSTS TO COVER), WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER ALLEGIANCE HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

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SECTION 6 – ADDITIONAL SERVICES, (continued)

6.9 Allegiance Wire Maintenance Plan, (continued)

(N)

6.9.7 Exclusion

The Wire Maintenance Plan does not apply to or cover the following:

- Data lines;
- Repairs to riser cables, house cables or cables between buildings;
- Problems or malfunctions that exist prior to the commencement of the WMP;
- Malfunctions resulting from the use of voice grade lines to transmit or receive data or signals beyond the operating parameters of the telephone line;
- Repair or replacement of Customer's telephone equipment or instruments and other devices including, but not limited to KSU, telephone sets or station, computer modems and answering machines which are connected to the inside wire jacks;
- No temporary or loaner telephone equipment will be provided;
- Wiring from the extended Demarcation Point to Customer's key service unit;
- Wiring from Customer's key service unit to Customer's key service stations;
- Wiring for ISDN circuits or digital PBX trunks;
- Restoration to premises if asked to repair concealed wire;
- Installation of new telecommunications wiring, jacks or conduit;
- Repair or maintenance of inside wire and jacks for marine activity, recreational vehicles (RVs) and construction trailers, or other temporary or moveable structures;
- Repair of damages caused by Customer's faulty telecommunications equipment;
- Repair of damages due to the negligence, intentional misuse or abuse caused by Customer, its employees or agents;
- Repair of damages due to riots, acts of war, natural disasters such as floods, fire, windstorms and earth quakes, or acts of God; and
- Non-standing wiring, i.e., wiring which does not meet telephone industry standards or the National Electric Code Material Standards for carrying telephone signals. The Wire Maintenance Plan will cover the repair of breaks to non-standard wire, but only to restore the wire to its original condition. The Wire Maintenance Plan does not cover replacement of non-standard wire.

Allegiance, in its sole discretion, reserves the right to exclude other repairs or maintenance other than those set above.

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SECTION 6 – ADDITIONAL SERVICES, (continued)**6.9 Allegiance Wire Maintenance Plan, (continued)****6.9.8 Termination**

Customers may terminate participation in the Wire Maintenance Plan at any time by giving notice to Allegiance as set forth under the Notices provision of the Voice Service Order/Integrated Access Order form. Allegiance may terminate Customer's participation in the Wire Maintenance Plan as provided for under the Voice Service Order/Integrated Access Order form.

6.9.9 Effective Date

Commencement of coverage under the Wire Maintenance Plan for existing voice service shall not be effective until thirty (30) days after Allegiance receives Customer's request to commence the Wire Maintenance Plan. Commencement of coverage under the Wire Maintenance Plan for new voice service shall be effective on a date to be determined by Allegiance, which shall not be later than thirty (30) days after the installation of said new voice service. Should Customer subscribe to the Wire Maintenance Plan at the same time Customer request service on an inside wire or jack problem, the Wire Maintenance Plan will not cover service for that particular visit or problem, and Customer will be charged a maintenance service charge in accordance with the Allegiance Tariffed List Price.

6.9.10 Rates

Rates, per line/trunk \$12.00

6.10 CD ROM Billing**6.10.1 Personal CD**

The Personal CD includes the same information contained in our paper invoices, including call detail. It can include all invoices within one state and multilocation summary report which breaks out taxes at the service location level.

	<u>Non-Recurring</u>	<u>Recurring</u>
Rates	\$55.00	\$35.00

6.10.2 National CD

The National CD includes nationwide summary and remittance report of all locations. The National CD does not include call detail.

	<u>Non-Recurring</u>	<u>Recurring</u>
Rates	\$55.00	\$35.00

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SECTION 7 - LONG DISTANCE SERVICES**7.1 IntraLATA Message Telecommunications Service (MTS)****7.1.1 Description**

IntraLATA MTS service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this Tariff. The MTS service charges specified in this Section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

IntraLATA MTS calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billed, special MTS billing, person to person calling and other station to station calls.

7.1.2 Classes of Calls

Service is offered as two classes: station to station calling and person to person calling.

7.1.2.1 Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.

7.1.2.2 Person to Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, **after** the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

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SECTION 7 -- LONG DISTANCE SERVICES, (continued)**7.1 IntraLATA Message Telecommunications Service (MTS), (continued)****7.1.3 Timing of Calls**

Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.

For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed to alternate.

Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

Calls originating in one time period as defined in this section and terminating in another will be billed the rates in effect at the beginning of each minute at the originating end of the call.

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SECTION 7 - LONG DISTANCE SERVICES, (continued)

7.1 IntraLATA Message Telecommunications Service (MTS), (continued)

7.1.4 Time Periods Defined

For time of day sensitive services, the following rate periods apply unless otherwise specified in this tariff:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD					EVE	EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* Up to but not including.

Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

On holidays, Evening/Weekend rates will apply unless a lower rate would normally apply. Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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SECTION 7 -- LONG DISTANCE SERVICES, (continued)

7.1 IntraLATA Message Telecommunications Service (MTS), (continued)

7.1.5 Service Offerings

7.1.5.1 Intrastate IntraLATA Long Distance Plan

Calls are billed in 60 second increments.

Per minute rate

Per Minute
(Maximum)
\$0.9500

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SECTION 7 - LONG DISTANCE SERVICES, (continued)

7.2 Uni-rate InterLATA Long Distance Service (ULD)

Description - Uni-Rate Long Distance Service (ULD) is a communications service which is available for use by the Customer twenty-four (24) hours a day. The Customer may originate ULD from locations served by the Company and may terminate in all locations within the state but outside of the LATA from which the call is placed. ULD calls will be billed in six (6) second increments with an initial billing period of eighteen (18) seconds per call.

Rates and Charges:

	Per Minute (Maximum)
Month to Month, per minute	\$0.5000
Term Plan, per minute	\$0.5000

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SECTION 7 • LONG DISTANCE SERVICES, (continued)

7.3 Toll Free 8XX¹ Service

Rates and Charges:

	Per Minute (Maximum)
Month to Month, per minute	\$0.5000
Term Plan, per minute	\$0.5000

¹ Toll free 8XX includes the following toll free codes: 800, 888 and 877.

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SECTION 7 - LONG DISTANCE SERVICES, (continued)**7.4 Allegiance Telecom Across America 1+ Plans**

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Allegiance Telecom Across America 1+ service plans are available to Facility- and Resale-based local exchange end users. Across America 1+ Plan rates apply to both direct dialed (1+) and Toll Free Services (TFS). For direct dialed (1+) calls, the customer may originate from locations served by Company local exchange services and may terminate in all locations outside the LATA from which the call is placed. Toll-free calls will be billed in six (6) second increments with an initial billing period of eighteen (18) seconds. Certain plans have additional requirements, which are noted in the plan description below. For toll Free Service (TFS), the following rates apply to all traffic originating and terminating within the state. The following service charges apply to TFS:

Monthly Recurring Charge, per toll-free number (Maximum):	\$15.00
Non-Recurring Charge, per toll-free number (Maximum):	\$20.00

Allegiance Telecom 9.9 LD/TFS

Customers subscribing to this plan must choose Allegiance as their interexchange carrier for InterLATA traffic. 1+ IntraLATA usage will be billed at the rates and terms as specified within this tariff.

Intrastate InterLATA Maximum Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.3300	Month-to-Month	None

Small Business 7.9 LD/TFS

Small Business 7.9 LD plan requires a minimum \$5.00 per month in combined Intrastate InterLATA, Interstate (Continental), and Toll-Free usage. Customers subscribing to this plan must choose Allegiance as their interexchange carrier for both IntraLATA and InterLATA traffic. 1+ IntraLATA usage will be billed at the rates and terms as specified within this tariff.

Intrastate InterLATA Maximum Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.3300	Month-to-Month	\$5.00

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SECTION 7 - LONG DISTANCE SERVICES, (continued)**7.4 Allegiance Telecom Across America 1+ Plans, (continued)**

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Business Value 6.9 LD/TFS

Business Value 6.9 LD plan requires a minimum one-year term commitment and minimum of \$50.00 per month in combined Intrastate InterLATA, Interstate (Continental), and Toll-Free usage. Customers subscribing to this plan must choose Allegiance as their interexchange carrier for both IntraLATA and InterLATA traffic. 1+ IntraLATA usage will be billed at the rates and terms as specified within this tariff.

Intrastate InterLATA Maximum Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.3300	One (1) Year	\$50.00

Business Saver 5.9 LD/TFS

Business Saver 5.9 LD plan requires a minimum one-year term commitment and a minimum of \$200.00 per month in combined Intrastate InterLATA, Interstate (Continental), and Toll-Free usage. Customers subscribing to this plan must choose Allegiance as their interexchange carrier for both IntraLATA and InterLATA traffic. 1+ IntraLATA usage will be billed at the rates and terms as specified within this tariff.

Intrastate InterLATA Maximum Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.3300	One (1) Year	\$200.00

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SECTION 8 . PROMOTIONAL OFFERINGS**8.1 Promotions - General**

8.1.1 From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring, recurring and usage charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations.

8.2 Demonstration of Service

8.2.1 From time to time the Company may demonstrate service for potential customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type and duration of service provided will be at the Company's discretion.

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SECTION 9 - SPECIAL CONTACTS, ARRANGEMENTS AND CONSTRUCTION**9.1 Special Contract Arrangements**

9.1.1 At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the **first** contract Customer as specific in each individual contract.

9.2 Special Service Arrangements

9.2.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as ICB, the Company will provide, where practical, special service arrangements at charges equal to the estimated cost of furnishing such features, facilities or services. These special service arrangements will be provided if the provision of such arrangements are not detrimental to any other services furnished under the Company's tariffs.

9.2.2 Rates for special service arrangements will be based on the estimated cost for furnishing the service. Estimated costs will be determined in accordance with Section 9 (Special Construction) of this tariff.

9.2.3 Special service arrangement rates are subject to revision depending on changing costs.

9.2.4 If and when a special service arrangement becomes a tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

9.3 Non-Routine Installation Charges

9.3.1 At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays or night hours, additional charges may apply.

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SECTION 9 - SPECIAL CONTACTS, ARRANGEMENTS AND CONSTRUCTION, (continued)**9.4 Special Construction Charges****9.4.1 General**

- A. Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
 - (b) of a type other than that which the Company would normally utilize in the **furnishing** of its services;
 - (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
 - (d) in a **quantity** greater than that which the Company would normally construct;
 - (e) on an expedited basis;
 - (f) on a temporary basis until permanent facilities are available;
 - (g) involving abnormal costs;
 - (h) in advance of its normal construction; or
 - (i) when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.
- B. Where the Company furnishes a facility or service requiring special construction, charges will be based on the costs incurred by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C. Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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SECTION 9 - SPECIAL CONTACTS, ARRANGEMENTS AND CONSTRUCTION, (continued)**9.4 Special Construction Charges, (continued)****9.4.2 Basis for Cost Computation**

Costs for special construction may include one or more of the following items to the extent they are applicable:

- (a) cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost may include:
 - 1) installation of equipment and materials provided or used,
 - 2) engineering, labor and supervision during construction,
 - 3) transportation of materials, and
 - 4) rights of way required for transmission facilities;
- (b) cost of operation, maintenance, and administration of equipment and facilities;
- (c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (d) general administrative expenses, including taxes on the basis of average charges for these items;
- (e) license preparation, processing and related fees;
- (f) tariff preparation, processing and other related regulatory fees;
- (g) any other item of expense associated with the particular special service arrangement; and
- (h) an amount, computed on the estimated installed cost of the facilities used to provide the special service arrangement, for return on investment and contingencies.

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SECTION 9 - SPECIAL CONTACTS, ARRANGEMENTS AND CONSTRUCTION, (continued)**9.4 Special Construction Charges, (continued)****9.4.3 Termination Liability**

- A. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities or services specially constructed at the request of the Customer.
- B. The termination liability period is the estimated service life of the facilities provided.
- C. The amount of the maximum termination liability is equal to the estimated cost for installation and operation of the service during its service life. Costs include those items previously listed in Section 9.4.2.
- D. The applicable termination liability will be calculated based on the following:
 - (a) Multiplying the sum of the amounts determined as set forth in Section 9.4.3.C preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies.
 - (b) The amount determined in 9.4.3.D(a) preceding shall be adjusted to reflect the predetermined estimate net salvage, if any, including any reuse of the facilities provided.
 - (c) The **final** termination liability is then adjusted to reflect applicable taxes or regulatory fees.

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SECTION 9 . SPECIAL CONTACTS, ARRANGEMENTS AND CONSTRUCTION, (continued)**9.5 Other Special Charges****9.5.1 Application of Special Charges**

Special charges may apply in addition to the usual service connection charges and monthly rates when unusual investment or expense will be incurred by the Company. Special charges will apply when:

- (a) conditions or Customer request which requires the provision of special equipment or unusual or nonstandard methods of plant construction, installation or maintenance or a move of the Company's facilities;
- (b) the Customer's location requires the use of costly private right-of-way; or
- (c) the proposed service is of a temporary nature, and the plant to be placed would not be useful to the Company in the general conduct of its business after that service was discontinued.

9.5.2 Customer Requirements for Special Charges

- A. The Company shall retain title to all plant constructed, as specified within this tariff, provided wholly or partially at the Customer's expense.
- B. When attachments are made to poles of other companies, instead of providing construction for which the Customer would be charged under the provisions of this section, the Customer shall pay the Company's cost for such attachments.
- C. The Customer is required to pay the construction charges made by another telephone company providing facilities to connect with the facilities of the Company.

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SECTION 10 - ALLEGIANCE STANDARD PRICE LIST**4.1 Connection Charges****Non-Recurring**

Restoral Charge, after company-initiated suspension, per line	\$20.00	(D)
Line Connection Charge, per line or trunk	\$56.00	(R)
Record Changes, per billing record change order	\$15.00	(I)
Establish or Rearrange Hunting Service	\$13.00	
Telephone Number Change Charge, per line	\$20.00	(I)
Central Office and Line Feature Charges	\$13.00	
Primary Service Order, per order	\$35.00	(N)(I)
Secondary Service Order, per order	\$20.00	(I)

4.2 Premises Visit and Trouble Isolation Charges**Non-Recurring**

Premises Visit Charge, per visit (First hour, or any portion thereof)	\$112.00
Premises Visit Charge (Each additional 30 minutes, or any portion thereof)	\$ 45.00

4.3 Presubscription-2 (PIC)**Non-Recurring**

Each Carrier Change, per line (Changing either InterLATA or IntraLATA PIC)	\$3.75	(R)
		(T)

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SECTION 10 - ALLEGIANCE STANDARD PRICE LIST

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4.1 Connection Charges

Non-Recurring

Restoral Charge, after customer-initiated suspension, per line	\$2750
Restoral Charge, after company-initiated suspension, per line	\$55.00
Line Connection Charge, per line or trunk	\$56.00
Record Changes, per billing record change order	\$ 8.50
Establish or Rearrange Hunting Service	\$13.00
Telephone Number Change Charge, per line	\$13.00
Central Office and Line Feature Charges .	\$13.00
Secondary Service Order, per order	\$13.00

4.2 Premises Visit and Trouble Isolation Charges

Non-Recurring

Premises Visit Charge, per visit (First hour, or any portion thereof)	\$112.00	(D)	(N)
Premises Visit Charge (Each additional 30 minutes, or any portion thereof)	\$ 45.00	I	(N)

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4.3 Presubscription-2 (PIC)

Non-Recurring

Each Carrier Change, per line	\$5.00
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SECTION 10 - ALLEGIANCE STANDARD PRICE LIST, (continued)

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5.2 Service Descriptions and Rates**5.2.1 Basic Local Line Service**

	<u>Recurring</u>
Initial Business Line	\$32.78
Each Additional Business Line	\$32.78

5.2.2 Multi-Line Service

	<u>Recurring</u>
Initial Business Multi-Line	\$32.78
Each Additional Business Multi-Line	\$32.78

5.2.3 Local Analog PBX Trunk Service (per trunk)

	<u>Recurring</u>
Two-Way	\$38.5 1
Inbound Only	\$38.5 1
Outbound Only	\$38.5 1
DID Inbound Only (per DID trunk)	\$46.5 1

5.2.4 Local Digital PBX Trunk Service

	<u>Recurring</u>	<u>Non-Recurring</u>
<u>Digital Switched Service Facility, ner T-1</u>		
All basic trunks or combination of basic and advanced trunks	\$360.00	\$900.00
All advanced trunks	\$150.00	\$900.00
<u>Trunk Group Services</u>		
Basic Trunks, per trunk		
In-Only	\$30.00	\$39.00
out only	\$30.00	\$39.00
Two-Way	\$30.00	\$39.00
Advanced Trunks, per trunk (requires DID trunk termination)		
In-Only (w/DID and Hunting)	\$30.00	\$39.00
Two-Way (w/DID and Hunting)	\$30.00	\$39.00

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SECTION 10 - ALLEGIANCE STANDARD PRICE LIST, (continued)

5.2 Service Descriptions and Rates, (continued)

5.2.4 Local Digital PBX Trunk Service, (continued)

	<u>Recurring</u>	<u>Non-Recurring</u>
Advanced Trunks, per trunk (requires DID trunk termination)		
In-Only (w/DID and Hunting)	\$30.00 (I)	\$39.00
Two-Way (w/DID and Hunting)	\$30.00 (I)	\$39.00
Facility Change Charge (changes from or to basic and advanced trunks)	N/A	\$900.00
Trunk Change Charge (changes/rearrangements of trunks, per trunk)	N/A	\$39.00

5.2.5 Local ISDN-PRI

	<u>Recurring</u>	<u>Non-Recurring</u>
<u>Primary Rate Service Facility, per T-1</u>	\$150.00	\$900.00
<u>PRI Service Configuration, per PRI</u>		
23B+1D Channels	\$800.00	\$2,050.00
24B Channels	\$800.00	\$2,050.00
23B + Back-up D Channel	\$800.00	\$2,050.00
<u>PRI Trunk Group Connection, per B Channel</u> <u>(DID trunk termination is required for all DID capable channels)</u>		
Incoming Trunk Group	\$30.00	\$39.00
Outgoing Trunk Group	\$30.00	\$39.00
Two-Way Trunk Group	\$30.00	\$39.00

Service Feature Options (included in channel charge)

Calling Number Identification	\$0.00	\$0.00
Calling Number Identification Blocking (all calls)	\$0.00	\$0.00
PRI Change Charge, per T-1 (all changes or rearrangements)	N/A	\$100.00

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SECTION 10 - ALLEGIANCE STANDARD PRICE LIST, (continued)**5.2 Service Descriptions and Rates, (continued)****5.2.6 Integrated Services****5.2.6.1 Integrated Access Bundled Package**

	<u>Recurring</u>
12 Voice Channels	\$534.95 (I)
16 Voice Channels	\$609.95 (I)
20 Voice Channels	\$684.95 (I)
23 Voice Channels	\$759.95 (I)
	<u>Non-Recurring Charge</u>
Integrated Access Set-Up Fee	\$899.00
	<u>Non-Recurring Charge</u>
Change Charge (upgrade/downgrade Channels)	\$30.00

5.2.6.2 Total Communications - 4 Line Base Package

Monthly Recurring Charges:	Voice Channels	
	Incremental Line Charge	
	<u>MRC</u>	<u>NRC</u>
Base Package	\$165.80	\$899.00
Incremental Lines	\$ 41.45	\$ 56.00

5.2.6.3 Total Communications - 6 Line Base Package

Monthly Recurring Charges:	Voice Channels	
	Incremental Line Charge	
	<u>MRC</u>	<u>NRC</u>
Base Package	\$248.70	\$899.00
Incremental Lines	\$ 41.45	\$ 56.00

5.2.6.4 Total Communications – With Digital Handoff

Monthly Recurring Charges:	Voice Channels	
	Incremental Line Charge	
	<u>MRC</u>	<u>NRC</u>
Base Package	\$210.00	\$899.00
Incremental Lines	\$ 35.42	\$ 56.00

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SECTION 10 - ALLEGIANCE STANDARD PRICE LIST, (continued)**5.2 Service Descriptions and Rates, (continued)****5.2.6 Integrated Services****5.2.6.5 Integrated Services Non-Recurring Charges**Non-Recurring Charges - Maximum

T-1/PRI Reconfiguration Charge

(Any changes to T1/PRI Configuration or trunk groups) \$ 75.00

5.2.6.6 Integrated Services Other Charges**Integrated Services Charges****(Associated with Integrated Access and Total Communications services)****Local Loop Expense Recoup**

Applies to recoup local loop costs incurred by the Company during extended delays by the customer to install device. Once service is activated, this charge will be replaced by applicable Package Charge associated with customer's Integrated Access or Total Communications Service.

Local Loop Expense Recoup, Per Month	\$200.00
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Inside Wiring Overage Charge

Applies to recoup wiring expenses associated with the installation of Integrated Access and Total Communication Services over \$899.00 (Variable charge – per installation).

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SECTION 10 - ALLEGIANCE STANDARD PRICE LIST, (continued)**6.1 Central Office, Line and Trunk Features****6.1.3 Rates and Charges for Line Features**

<u>Charges Applicable Per Line Equipped</u>	<u>Non-Recurring</u>	<u>Recurring</u>
Call Waiting	\$13.00	\$7.50
Call Forwarding Variable	\$13.00	\$4.80
Call Forwarding Busy Line	\$13.00	\$3.00
Call Forwarding Don't Answer	\$13.00	\$4.00
Call Forwarding Busy/Don't Answer	\$13.00	\$5.50
Call Forwarding Busy Expanded	\$13.00	\$3.00
Call Forwarding Busy External	\$13.00	\$3.00
Call Forwarding Busy Overflow	\$13.00	\$8.00
Call Forwarding Don't Answer Expanded	\$13.00	\$4.00
Simultaneous Call Forwarding	\$13.00	\$2.40
Call Forwarding Busy/Don't Answer Expanded	\$13.00	\$5.50
Call Forwarding Busy/Don't Answer Overflow	\$13.00	\$11.50
Remote Access to Call Forwarding	\$13.00	\$7.75
Simultaneous Call Forwarding	\$13.00	\$2.40
Three Way Conference Calling/First Line	\$13.00	\$4.00
Caller ID - Number	\$13.00	\$7.50
Caller ID - Name and Number	\$13.00	\$7.95
Caller ID Privacy	\$0.00	\$10.95 (N)
Anonymous Call Rejection	\$13.00	\$0.00
Speed Dialing - 8 Codes	\$13.00	\$3.00
Speed Dialing - 30 Codes	\$13.00	\$4.50
Distinctive Ring Service - 1 number	\$13.00	\$7.45
Distinctive Ring Service - 2 numbers	\$13.00	\$5.25
Distinctive Ring Service - 3 numbers	\$13.00	\$5.25
Auto Redial	\$13.00	\$3.50
Call Return	\$13.00	\$3.00
Call Transfer	\$13.00	\$0.00
Message Waiting Indicator	\$0.00	\$0.25

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SECTION 10 - ALLEGIANCE STANDARD PRICE LIST, (continued)

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6.1 Central Office, Line and Trunk Features, (continued)**6.1.3 Rates and Charges for Line Features, (continued)**

The following features are available to the subscriber on a per activation basis:

	<u>Per Usage Charge</u>
Three Way Conference Calling	\$0.75
Call Return/Auto Callback	\$0.75
Auto Redial	\$0.75

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6.1 Central Office, Line and Trunk Features, (continued)

6.1.5 Rates and Charges for Remote Call Forwarding

	<u>Recurring</u>	<u>Non-Recurring</u>
Remote Call Forwarding, per path	\$19.00	\$30.00

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SECTION 10 • ALLEGIANCE STANDARD PRICE LIST, (continued)

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6.1 Central Office, Line and Trunk Features, (continued)

6.1.7 Rates and Charges for Hunting Line Services

Business Multi-Line Hunting and PBX Trunk Hunting:

Recurring

Multiline Hunt Service, per line

\$8.00

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Circular Hunt Service, in addition to Series Hunt charges, per group

\$3.00

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SECTION 10 - ALLEGIANCE STANDARD PRICE LIST, (continued)

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6.1 Central Office, Line and Trunk Features, (continued)

6.1.9 Rates and Charges for Touch Tone Services

	<u>Non-Recurring</u>	<u>Recurring</u>	
Per Line or Trunk Equipped	\$0.00	\$0.00	(T)

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SECTION 10 - ALLEGIANCE STANDARD PRICE LIST, (continued)**6.2 Directory Assistance Service, (continued)****6.2.3 Rates**

Directory Assistance Calls - A flat charge will apply per number requested from Directory Assistance.

	<u>Per Use</u>	
Local Directory Assistance	\$0.95	(I)

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ORIGINAL**SECTION 10 - ALLEGIANCE STANDARD PRICE LIST, (continued)****6.3 Local Operator Services****6.3.2 Rates and Charges**

Local exchange and IntraLATA calls may be placed on an operator-assisted basis.

In addition to the usage charges identified herein, the following operator-assisted charges will apply:

Per Call Charges:	<u>IntraLATA</u>	<u>Local</u>
Person-to-Person (Customer Dialed)	\$3.90 (I)	\$3.90 (I)
Station-to-Station (Customer Dialed)	\$3.50	\$3.50
Third Number Billing	\$1.45 (I)	\$1.45 (I)
Collect Call	\$1.45 (I)	\$1.45 (I)

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SECTION 10 - ALLEGIANCE STANDARD PRICE LIST, (continued)

6.4 Busy Verification and Interrupt Service

6.4.3 Rates

	<u>Per Call</u>
Verification Charge, each request	\$1.60 (I)
Interrupt Charge, each request	\$3.30 (I)

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SECTION 10 - ALLEGIANCE STANDARD PRICE LIST, (continued)

(T)

6.5 Directory Listing Services

6.5.2 Directory Listing Rates

Recurring

Primary Listing	\$0.00
Extra Listing/Optional	\$3.00
Extra Line Listing/Optional	\$3.00
Additional Listing/Optional	\$3.00
Non-Published Listing/Optional	\$1.80
Non-Listed Listing/Optional	\$1.45
Foreign Listing/Optional - each	\$3.00
Secretarial Listing/Optional - each	\$3.00
Alternative Listing/Optional	\$3.00
Alpha Listing/Optional	\$3.00
Duplicate Listing/Optional	\$3.00
Informational Listing/Optional	\$3.00
Cross Reference Listing	\$3.00
Caption Listing	\$0.00

(N)

(N)

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ORIGINAL**SECTION 10 - ALLEGIANCE STANDARD PRICE LIST, (continued)****6.6 Blocking Service****6.6.3 Rates and Charges**

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

	<u>Recurring</u>	<u>Non-Recurring</u>
Toll Restriction/Per Line (Restricts 1+, 0+, 976, 900, and 1-411)	\$27.50	\$5.00 (I)
976/900 Restriction	\$0.00	\$0.00
1010XXX Blocking	\$0.10	\$3.00 (I)

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SECTION 10 - ALLEGIANCE STANDARD PRICE LIST, (continued)

6.7	ALLEGIANCE SELECT USAGE CALL DETAIL		(Z)
	Call Detail Record, per line, per service location, per billing cycle	\$20.00	(Z)

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ORIGINAL**SECTION 10 - ALLEGIANCE STANDARD PRICE LIST, (continued)****6.8 DID Service For Voice Grade Channels****6.8.3 Charges**

Charges are in addition to Local Trunk services as described within this tariff. Additional nonrecurring charges may apply as described in Section 4 of this tariff.

	<u>Recurring</u>	<u>NonRecurring</u>
DID Trunk Termination/Per DID Trunk (includes Touch Tone, in addition to Trunk, Line, and channel charges)	\$ 45.00	\$ 57.00
Block of 20 Sequential DID Numbers, per block	\$ 3.00	\$ 20.00
DID Non-sequential Numbers, per number	\$ 0.15	\$ 1.00

6.9 Allegiance Wire Maintenance Plan**6.9.10 Rates**

Rates, per line/trunk	\$5.95 (I)
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ORIGINAL**SECTION 10 - ALLEGIANCE STANDARD PRICE LIST, (continued)****7.1 IntraLATA Message Telecommunications Service (MTS)****7.1.5 Service Offerings****7.1.5.1 Intrastate IntraLATA Long Distance Plan**

	<u>Per Minute</u>
Per minute rate	\$0.0900 (I)

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SECTION 10 • ALLEGIANCE STANDARD PRICE LIST, (continued)

(T)

7.2 Uni-rate InterLATA Long Distance Service (ULD)

Per Minute Rates:

	<u>Per Minute</u>
Month to Month, per minute	\$0.1344
Term Plan, per minute	\$0.1344

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SECTION 10 • ALLEGIANCE STANDARD PRICE LIST, (continued)**(T)****7.3 Toll Free 8XX Service**

Per Minute Rates:

Month to Month, per minute

Term Plan, per minute

Per Minute

\$0.1344

\$0.1344

7.4 Allegiance Telecom Across America 1+ Plans

Monthly Recurring Charge, per toll-free number:

\$ 5.00

Non-Recurring Charge, per toll-free number:

\$10.00

Allegiance Telecom 9.9 LD/TFS

Intrastate InterLATA Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.1100	Month-to-Month	None

Small Business 7.9 LD/TFS

Intrastate InterLATA Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.1100	Month-to-Month	\$5.00

Business Value 6.9 LD/TFS

Intrastate InterLATA Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.1100	I One (1) Year I	\$50.00

Business Saver 5.9 LD/TFS

Intrastate InterLATA Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.1100	One (1) Year	\$200.00

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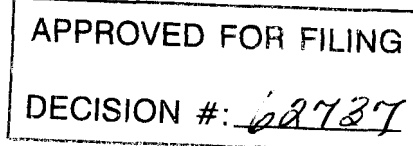
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ACCESS SERVICE

ORIGINAL

RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO CARRIER ACCESS SERVICES

FURNISHED BY
ALLEGIANCE TELECOM OF ARIZONA, INC.
WITHIN THE STATE OF ARIZONA



ISSUED: October 31, 2000

EFFECTIVE: November 30, 2000

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ACCESS SERVICE

CHECK SHEET

The Title Page and pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
Title Page	Original	34	Original		
1	Original	35	Original		
2	Original	36	Original		
3	Original	37	Original		
4	Original	38	Original		
5	Original	39	Original		
6	Original	40	Original		
7	Original	41	Original		
8	Original	42	Original		
9	Original	43	Original		
10	Original	44	Original		
11	Original	45	Original		
12	Original	46	Original		
13	Original	47	Original		
14	Original	48	Original		
15	Original	49	Original		
16	Original	50	Original		
17	Original	51	Original		
18	Original	52	Original		
19	Original	53	Original		
20	Original	54	Original		
21	Original	55	Original		
22	Original	56	Original		
23	Original	57	Original		
24	Original	58	Original		
25	Original	59	Original		
26	Original	60	Original		
27	Original	61	Original		
28	Original	62	Original		
29	Original				
30	Original				
31	Original				
32	Original				
33	Original				

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ACCESS SERVICE

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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ACCESS SERVICE

EWLANATION OF SYMBOLS AND ABBREVIATIONS**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

D - Delete or Discontinue

I - Change Resulting In An Increase to A Customer's Bill

M - Moved From Another Tariff Location

N - New

R - Change Resulting In A Reduction to A Customer's Bill

T - Change In Text or Regulation But No Change In Rate or Charge

ABBREVIATIONS

B8ZS - Bipolar with 8-Zero Substitution; a line coding technique which permits DSO and DS1 transmission with 15 consecutive zeros. B8ZS support 64 KBPS clear channel transmission.

DCS - Digital Cross Connect System.

DSO - Digital Signal Level 0; adedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

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ACCESS SERVICE

EXPLANATION OF SYMBOLS AND ABBREVIATIONS (CONT'D.)

ABBREVIATIONS (Cont'd.)

- DS1 • Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (BSZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DSO services.
- DS3 • Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS 1 Services.
- Gbps • Gigabits per second; billions of bits per second.
- ICB • Individual Case Basis.
- Kbps • Kilobits per second; 1000s of bits per second.
- LATA • Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS (CONT'D.)**ABBREVIATIONS (Cont'd.)**

LEC •	Local Exchange Company.
Mbps •	Megabits per second; millions of bits per second.
N/A •	Not Available.
oc-48 •	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps
oc-12 •	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
oc-3 •	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.
POP •	Point of Presence.
Allegiance	Allegiance Telecom of Arizona, Inc.

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ACCESS SERVICE

TABLE OF CONTENTS

Definitions	7
Terms and Conditions	14
Switched Access Service	36
Dedicated Transport	61
Special Arrangements	62

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ACCESS SERVICE

SECTION 1 - DEFINITIONS

The following definitions are applicable to this tariff

Access Code - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX, 950-0XXX, or 950-1XXX.

Access Minutes - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

Account - The Customer who is responsible for payment for services provided by the Company. An account may have more than one access code billed to the same Customer address.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

Bit - The smallest unit of information in a binary system of notation.

Bits Per Second (bps) - The number of bits transmitted in a one second interval.

Channel - A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

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ACCESS SERVICE

SECTION 1 - DEFINITIONS (CONT'D.)

Call - A Customer attempt for which the complete address code is provided to the service end office.

Central Office - A local Company switching system where Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A communications path between two or more points of termination.

City - For the purposes of this tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

Collocation - Carrier facilities and/or equipment located in the same building -- generally a LEC central office.

Commission - Refers to the Arizona State Corporation Commission, unless otherwise indicated.

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

Company - Denotes Allegiance Telecom of Arizona, Inc. and /or any Concurring Carriers.

Company's Network - Equipment, cabling, and/or connections owned, leased or otherwise used by the Company or the Company's agents to provide service to the Customer pursuant to this tariff.

Customer - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In most contexts, the customer is the interexchange carrier utilizing the access services herein to reach end user customers.

Customer Designated Premises - The premises specified for termination of Access Services.

Customer Point of Presence - The physical location associated with the Customer's communication system.

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ACCESS SERVICE

SECTION 1 • DEFINITIONS (CONT'D.)

Dedicated Access or Dedicated Transport • A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

Dual Tone Multifrequency (DTMF) • Tone signaling, also known as touch tone signaling.

End User • Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. In most contexts, the end user is the customer of the interexchange carrier and the Company.

End Office Switch • A Company switching system where station loops are terminated for purposes of interconnection to each other and to trunks.

Entry Switch • First point of switching.

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ACCESS SERVICE

SECTION 1 - DEFINITIONS (CONT'D.)

Exchange • A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Facilities • Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

First Point of Switching • The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

Interexchange Carrier (IC) • Any individual, partnership, association, corporation or other entity engaged in communication for hire by wire or radio between two or more exchanges.

Hertz • A unit of frequency equal to one cycle per second.

Holidays • New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Interstate • For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

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ACCESS SERVICE

SECTION 1 - DEFINITIONS (CONT'D.)

Intrastate Communications - Any communications which originates and terminates within the same state.

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area - A geographical area, as defined in the Company's local or general exchange service tariff in which an end user may complete a call without incurring toll usage charges.

Message - A Message is a Call as defined above.

N/A - Not Applicable.

Off-Hook - The active condition of Switched Access Service or a telephone exchange line.

Off-Net - Customer or End User locations not capable of being served directly by the Company's existing network facilities.

On-Hook - The idle condition of Switched Access Service or a telephone exchange line.

On-Net - Customer or End User locations capable of being served directly by the Company's existing network facilities.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

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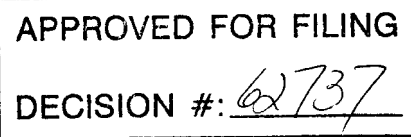
ACCESS SERVICE

SECTION 1 • DEFINITIONS (CONT'D.)

Point of Presence • The physical location of an interexchange carrier's facilities.

Point of Termination • The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises • The physical space designated by the Customer for the termination of the Company's service.



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ACCESS SERVICE

SECTION 1 • DEFINITIONS (CONT'D.)

Serving Wire Center • The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

Special Access • See Dedicated Access.

Term Agreement • A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

Terminal Equipment • Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating Direction • The use of Switched Access Service for the completion of calls from an IC's premises to an End User premises.

Transmission Path • An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

Trunk • A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group • A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Wire Center • A physical location in which one or more central offices, used for the provision of exchange services, are located.

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS**2.1 Undertaking of Allegiance Telecom of Arizona, Inc.**

The Company's service is furnished to Customers for intrastate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

2.2 Limitation On Service

2.2.1 Service is offered subject to the initial and continued availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available, or where such facilities became unavailable. The Company may discontinue furnishing service in accordance with the terms of this tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this tariff or the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and shall not be liable for errors in transmission or for failure to establish connections.

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**2.2 Limitation On Service (Cont'd.)**

2.2.4 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.3 [Reserved for future use]

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.4 Location of Service

Service originates and terminates at locations within the State of Arizona.

2.5 Use of Service

- 2.5.1 Service may be used for any lawful purpose by the Customer or by any End User.
- 2.5.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 2.5.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.5.4 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.6 Discontinuance and Restoration of Service

Service will continue to be provided until canceled. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.6.1 Cancellation by the Company

- A. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
- B. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.6 Discontinuance and Restoration of Service (Cont'd.)

2.6.1 Cancellation by the Company (Cont'd.)

- C. For any violation of law or of any of the provisions governing the furnishing of service under this tariff The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- D. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.6 Discontinuance and Restoration of Service (Cont'd.)

2.6.2 Restoration of Service

- A. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and the Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
- B. Restoration of disrupted services shall be in accordance with applicable Arizona State Corporation Commission and/or Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

2.7 Cancellation of Application for Service

Where the Customer or applicant cancels an application for service prior to the start of special construction, no charge applies.

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges.

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ACCESS SERVICE

SECTION 2 • TERMS AND CONDITIONS (CONT'D.)

2.8 [Reserved for future use]

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.9 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to the early termination of a Term Agreement.

2.10 Billing and Payment Arrangements

2.10.1 The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) where available, a paper format bill summary with a computer disk to provide the detailed information of the bill, 3) where available, computer disk only, 4) where available, via electronic transmission. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage or new installations. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum service period will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of billing.

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ACCESS SERVICE

SECTION 2 • TERMS AND CONDITIONS (CONT'D.)

2.10 Billing and Payment Arrangements (Cont'd.)

2.10.2 All bills for service provided to the Customer by the Company are due and payable upon receipt, and are payable in immediately available funds. The bill will be past due 30 days after the date printed on the invoice. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows.

- A. If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.
- B. Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (.0005 per day) or 18% annually, or the maximum amount allowed by law whichever is lower. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.11 Claims and Disputes

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

- 2.11.1** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- 2.11.2** If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.3.B preceding.
- 2.11.3** In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
- 2.11.4** If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- 2.11.5** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth in 2.10.3.B preceding.

APPROVED FOR FILING DECISION #: <u>62737</u>

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ACCESS SERVICE

SECTION 2 • TERMS AND CONDITIONS (CONT'D.)

2.12 Payment of Deposits

- 2.12.1** The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.
- 2.12.2** A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer of its obligations to comply with the Company's requirement as to the prompt payment regulations.
- 2.12.3** At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of service to the Customer.
- 2.12.4** In the case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.

APPROVED FOR FILING DECISION #: <u>62737</u>

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ACCESS SERVICE

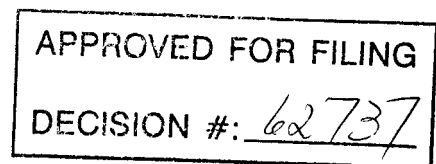
SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**2.12 Payment of Deposits (Cont'd.)**

2.12.5 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

2.13 Inspection, Testing and Adjustment

2.13.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.13.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.



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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.14 Interconnection

- 2.14.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- 2.14.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs or price lists.
- 2.14.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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ACCESS SERVICE

SECTION 2 ■ TERMS AND CONDITIONS (CONT'D.)

2.15 Liability of the Company

- 2.15.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.15.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.15.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.15 Liability of the Company (Cont'd.)

- 2.15.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the FCC or the Commission's Rules and Regulations.
- 2.15.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.16 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- 2.16.1 Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- 2.16.2 Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- 2.16.3 All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company.

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.17 Taxes

Federal excise tax and state and local sales, use, and similar taxes and governmental fees are not included in the rates set forth in this tariff, and shall be billed as separate line items.

2.18 [Reserved for future use]**2.19 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service**

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for switched access, see Section 2.20.7 and 2.20.8 following.

If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.

If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.

If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

APPROVED FOR FILING DECISION #: <u>62737</u>

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**2.20 Obligations of the Customer****2.20.1 Damages**

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.20.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

2.20.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. Such equipment space must be secured and fully conditioned on a twenty-four hour per day basis 365 days per year by the Customer solely at the Customer's expense. The selection of continuously available AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**2.20 Obligations of the Customer (Cont'd.)****2.20.4 Testing**

The service provided under this tariff shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.20.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

2.20.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.20 Obligations of the Customer (Cont'd.)

2.20.7 Jurisdictional Reports

For switched access services, the Company will use the percentage of interstate originating Feature Group D to determine the percent of interstate usage ("PIU") to apply to all other switched access services provided by the Company to the Customer.

For switched access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall report the percentage of interstate use on a quarterly basis and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage for each service arranged for interstate use. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

The Company may request detailed information in support of the reported percentage annually and retains the right to retroactively adjust the Customer's most recent bills covering the preceding eleven months if a substantial discrepancy is found to exist. If an audit of the reported percentages reveals a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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ACCESS SERVICE

SECTION 2 • TERMS AND CONDITIONS (CONT'D.)

2.20 Obligations of the Customer (Cont'd.)

2.20.8 Jurisdictional Audits

- A. The customer shall keep sufficient detail from which the percentages of interstate and intrastate intraLATA use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The customer must maintain these records for 24 months from the date the report became effective for billing purposes.
- B. Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single customer no more than once per year. The customer shall supply the required data within 30 calendar days of the Company request.
- C. In the event that an audit reveals that any customer reported PIU or LUP was incorrect, the Company shall apply the audit result to all usage affected by the audit. The customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.
- D. Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of Access charges to the Company of five percent or more of the total switched Access Services bill, the customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
- E. Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the customer to receive such results.

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.20 Obligations of the Customer (Cont'd.)

2.20.9 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.20.7 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as intrastate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the percent intrastate use (I-PIU) times the quantity of chargeable elements times the intrastate tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent intrastate use (I-PIU) times actual use (measured or Company assumed average use) times the intrastate rate.

A similar calculation is then performed to determine the interstate portion of the bill.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE**3.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an end user's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises and to terminate calls from a Customer's premises to an end user's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.8 and 3.9 following.

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

Delivery of calls to, or acceptance of calls from, the Company's end user customer locations via Company-provided switched access services shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.2 Manner of Provision

Switched access is furnished in either quantities of lines or trunks. FGA Access is furnished on a per-line basis. FGD is furnished on a per-trunk basis.

At the Company's sole discretion, trunks may be differentiated by type and directionality of traffic carried over a Switched Access Service arrangement.

There are two major traffic types. These are: Originating and Terminating. Originating traffic type represents access capacity within a LATA for carrying traffic from the end user to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the end user.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.3 Rate Categories**

There are Five rate categories which apply to Switched Access Service:

- Common Line
- Switched Transport
- End Office Switching
- Toll-Free 8XX Data Base Access Service
- Optional Features

3.3.1 Common Line

The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.3 Rate Categories (Cont'd.)****3.3.2 Switched Transport**

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport rate category also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.

3.3.3 End Office Switching

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

3.3.4 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

APPROVED FOR FILING DECISION #: <u>62737</u>

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ACCESS SERVICE

SECTION 3 • SWITCHED ACCESS SERVICE (CONT'D.)

3.3 Rate Categories (Cont'd.)

3.3.5 Switched Access Optional Features

Following are the various optional features that are available, where the technical capability exists, at the rates specified in 3.9.5:

- (a) Cut-Through - This option allows End Users of the Customer to reach the Customer's Premises by using the end of dialing digit (#) at the end of the dialing sequence.
- (b) Service Class Routing - This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated Premises, based on the line class of service and service prefix indicator.
- (c) FGD with 9.50 Access - This option provides for the routing of originating calls, dialed using a 950-10XX or 950-1XXX Access Code, to the FGD customer using FGD signaling protocols and technical specifications.
- (d) Signaling System Seven (SS7) - This option provides out of band transmission of SS7 protocol signaling information between the Local Switching Center switching system and the Customer's designated Premises.
- (e) Basic Initial Address Message Delivery - This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, Calling Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.
- (f) Called Directory Number Delivery - This option provides the Customer with the telephone number to which the call was directed.
- (g) Flexible Automatic Number Identification Delivery - This feature is a network enhancement to ANI. The feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery optional feature for SS7 signaling. Flexible ANI will provide additional values for Information Indicator (II) digits that are associated with various classes of service not associated with the standard ANI digits.

Other optional features may be available on an individual case basis.

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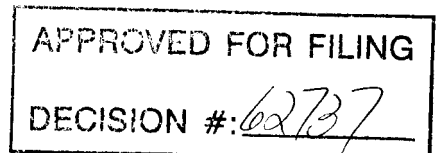
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ACCESS SERVICE

SECTION 3 • SWITCHED ACCESS SERVICE (CONT'D.)

3.4 [Reserved for future use]



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ACCESS SERVICE

SECTION 3 • SWITCHED ACCESS SERVICE (CONT'D.)

3.5 Special Construction

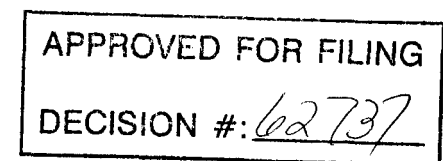
General • Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company Facilities may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken:

- a. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- b. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- c. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- d. in a quantity greater than that which the Company would normally construct; or
- e. on an expedited basis; or
- f. on a temporary basis until permanent facilities are available; or
- g. involving abnormal costs; or
- h. in advance of its normal construction; or
- i. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

Customer Acceptance • Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

Basis of Rates and Charges • Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

- a. Nonrecurring Charges;
- b. Recurring Monthly Rates; and/or
- c. Termination Liabilities.



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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.5 Special Construction (Cont'd.)

Cost Commutation - Special Construction costs may include one or more of the following items to the extent that they are applicable:

- a. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
 - (1) equipment and materials provided or used;
 - (2) engineering, labor and supervision;
 - (3) transportation;
 - (4) rights of way; and shipping and delivery.
- b. cost of maintenance;
- c. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- d. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e. license preparation, processing and related fees;
- f. tariff preparation, processing and related fees;
- g. any other identifiable costs related to the facilities provided; or
- h. an amount for return and contingencies.

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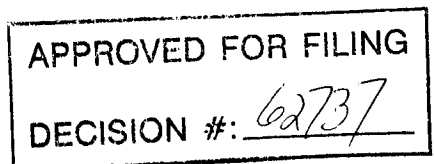
ACCESS SERVICE

SECTION 3 ■ SWITCHED ACCESS SERVICE (CONT'D.)**3.6 Obligations of the Company**

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.6.1 Network Management

The Company will administer its network to ensure provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.



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ACCESS SERVICE

SECTION 3 • SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Obligations of the Company (Cont'd.)

3.6.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour trunks are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.6 Obligations of the Company (Cont'd.)****3.6.2 Design and Traffic Routing of Switched Access Service (Cont'd.)**

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

3.6.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. This data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. This data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Obligations of the Company (Cont'd.)

3.6.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.1 Obligations of the Customer**

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.7.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

A. Jurisdictional Reports

When a Customer uses Switched Access Service for both interstate and intrastate traffic, the Customer is responsible for providing reports as set forth in Section 2.20.7 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, the customer must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls may be implemented at the Company option to ensure acceptable service levels.

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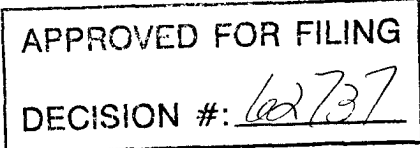
ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.7 Obligations of the Customer (Cont'd.)

3.7.2 On and Off-Hook Supervision

The Customer's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.



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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.8 Rate Regulations**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

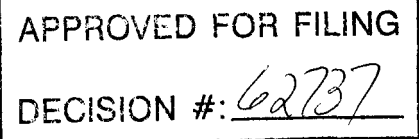
Usage-based Access Charges are applied on a per access minute basis. Such access minute charges are accumulated over a monthly period.

3.8.1 Nonrecurring Charges

Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service).

3.8.2 Minimum Periods

Switched Access Service is provided for a minimum period of one month.



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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.8 Rate Regulations (Cont'd.)

3.8.3 Measurement of Access Minutes

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

Mileage, where applicable, will be measured in accordance with standard industry practices.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.8 Rate Regulations (Cont'd.)****3.8.4 Moves**

A move of services involves a change in the physical location of one of the following:

The point of termination at the Customer's premises

The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

A. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

B. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.8 Rate Regulations (Cont'd.)

3.8.5 Installation of Optional Features

If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location.

For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

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ACCESS SERVICE

SECTION 3 • SWITCHED ACCESS SERVICE (CONT'D.)

3.8 Rate Regulations (Cont'd.)

3.8.6 Service Rearrangements

Service rearrangements are changes to existing services installed which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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ACCESS SERVICE

SECTION 3 • SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges

3.9.1 Common Line Access Service

A. Carrier Common Line

• Per Originating Minute	\$0.010000
• Per Terminating Minute	\$0.024200

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.2 Switched Transport Service

A. Nonrecurring Charges

1. Switched Transport Installation

Per line or trunk:

First	\$493.00
Each Additional	\$ 45.00

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.2 Switched Transport Service (Cont'd.)

B. Monthly Recurring/Usage Charges

1.	Tandem Switched Transport, per Minute	\$0.000480
2.	Tandem Switched Transport, per Minute, per Mile	\$0.000025
3.	Tandem Switching, per Minute	\$0.006750

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.2 Switched Transport Service (Cont'd.)

C. Network Blocking

Excessive trunk group blocking occurs when the ordered trunking capacity is insufficient to accommodate a carrier's access traffic. Blocking beyond industry established thresholds will result in per call blocking charges.

Per blocked call: \$0.008000

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.3 End Office Switching

A. Local Switching

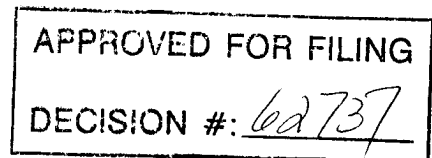
- Per Minute \$0.017300

B. Transport Interconnection Charge

- Per Minute \$0.0062 12

C. Universal Service Fund

- Per Originating Minute \$0.00037 12



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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.4 Toll-Free 8XX Data Base Access Service

Per Query Rate: \$0.003500

3.9.5 Switched Access Optional Features

ICB

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ACCESS SERVICE

SECTION 4 • DEDICATED TRANSPORT**4.1 General**

The Company provides intrastate Dedicated Transport Service with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. Dedicated transport services are offered on a point-to-point basis. Each Dedicated Transport Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

All Dedicated Transport Services are offered and priced on an Individual Case Basis (ICB).

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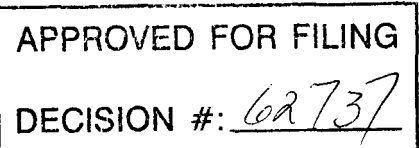
SECTION 5 - SPECIAL ARRANGEMENTS**5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area. Promotional offerings will be approved by the Commission and made part of this tariff.

5.2 Customer Specific Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.



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